

**Transnet National Port Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: SUPPLY, TEST, COMMISSION AND DELIVERY OF BOWSER FUEL TRUCK  
IN THE PORT OF RICHARDS BAY FOR A PERIOD OF SIX (6) MONTHS**

<b>RFP NUMBER</b>	<b>: TNPA/2022/07/0670/7485/RFP</b>
<b>ISSUE DATE</b>	<b>: 24 October 2022</b>
<b>COMPULSORY BRIEFING</b>	<b>: 01 November 2022</b>
<b>CLOSING DATE</b>	<b>: 22 November 2022</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

**Note to the bidders:**

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

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	For the supply, test, commission and delivery of bowser fuel truck in the Port of Richards Bay for a period of six (6) months
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> FREE OF CHARGE.</b>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Anchor boardroom, Old Naval Base, Commodores Close, Richards Bay (Adjacent to The Zululand Yacht Club) on the 01 November 2022, at 10:00am [10 O'clock]</b> for a period of <math>\pm</math> 1 (one) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late</p> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>12:00pm on the 22 November 2022</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

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

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

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

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

## 3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion



thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

#### **4. DISCLAIMERS**

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

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

- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on **T2.2-15**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information.

The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

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

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

## T1.2 TENDER DATA

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

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

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

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

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

		C2.2 Price Schedule
Part C3: Scope of work		C3.1 Goods Information
C.1.4	The Employer's agent is:	Contracts Specialist
	Name:	Samukele Bhengu
	Address:	1st Floor, Bayvue Building Ventura Road Richards Bay 3900
	Tel No.	035 905 3907
	E – mail	Samukele.Bhengu@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b> An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7	
	<b>2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</b>  a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 4.	
	<i><b>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender</b></i>	
	<b>3. Stage Three - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:</b>  <u><b>Tenderers must properly complete, duly sign and submit returnable schedule T2.2-02,</b></u> entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):	

Local Production and Content Designated Sectors:	Minimum Threshold (%)
Pump	70%

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule T2.2-02 (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website;  
[http://www.the.dti.gov.za/industrial development/ip.jsp](http://www.the.dti.gov.za/industrial%20development/ip.jsp)

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

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

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70 points.

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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

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

Documents must be marked for the attention of:

***Employer's Agent:***

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

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

Time: **12:00pm** on the **22 November 2022**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **12 weeks (24 February 2023)** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

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

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3. Proof of registration on the Central Supplier Database;

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

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C3.11 The minimum number of evaluation points for functionality is: **70**  
The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

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

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### Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number of points
Management and CV's of Key persons	<b>The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.</b>		20
	Submit the following documents as a minimum with your tender document.  An organisation chart showing key staff and manufacturing staff (including the key people you have identified in the Contract Data Part two and identify the required legal appointments. Roles and responsibilities of the staff who will be working on the supply of goods with respect to the tenderer's experience in the supply and assembly of Bowser Fuel Trucks for petrochemical industry  (If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful).	2	
	Key personnel should include at least, amongst others:		
	Supply Manager	8	
	Mechanical Engineer/Technologist	10	



Previous Experience	Tenderers are required to demonstrate their experience in the delivery of similar <i>Goods</i> , and to this end shall supply a sufficiently detailed reference list of previous and existing customers i.e name of employer, project name, project description, contact person, contact details, project amount and project duration. Letters of award for each project, completion certificates from customers if the work is complete, and also demonstrate their overall experience in the delivery of similar <i>Goods</i> . The tenderer must demonstrate their relevant experience with regards to:		40
	The tenderer's experience in the supply and assembly of vehicles and plant	15	
	The tenderer's experience in the supply and assembly of Bowser Fuel Trucks for petrochemical industry	25	
Method Statement/ Approach Paper	<b>Tenderers are to submit a project specific Technical approach methodology that will be adopted to achieve project deliverables</b>		30
	<p>A detailed technical method statement covering the supply method and sequence with regard to quality, health, safety, risk and the environment in relation to the following key activities;</p> <ol style="list-style-type: none"> <li>1. Procurement activity, Original Equipment Manufacturer (OEM) engagements and meetings</li> <li>2. Manufacturing of facilities, equipment and processes for the conversion and modification of the base vehicle</li> <li>3. Supply, Installation, delivery, testing and commissioning of base vehicle</li> <li>4. Detailed discussion on the modification of the Bowser Fuel Truck.</li> </ol>	20	

	5. Details and discussion on the assembly of the Bowser Fuel Truck. 6. Details and discussion on vehicle and equipment testing. 7. Licencing and registration of the Bowser Fuel Truck. 8. Detail discussion regarding training of TNPA aviation personnel. 9. Detailed discussions on the yearly minor/major service and maintenance plan to be performed on the vehicle.		10
	Management Level Schedule (Level 2) with key dates - <ul style="list-style-type: none"> <li>• which defines the major activities and interfaces between design, engineering &amp; manufacturing, procurement, lead times, fabrication &amp; execution / assembling, testing, delivery, pre-commissioning, and final commissioning.</li> <li>• Logical order and timing of all activities and sequencing. (Finish-to-Start, Start-to-Start, Finish-to-Finish and Start-to-Finish)</li> <li>• Ability to provide service</li> </ul>		
<b>Quality</b>	Requirements for Contractors and Suppliers should include		10
	Project Quality Plan for the contract	3	
	ISO 9001:2015 certificate	2	
	Signed Quality Policy based on International Organization for Standardization (ISO 9001:2015) that displays the five key policy requirements	2	
	Base Vehicles warranties/guarantees	3	
			<b>100</b>

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

- **T2.2-04 Evaluation Schedule:** Management and CV's of Key persons
- **T2.2-05 Evaluation Schedule:** Previous experience
- **T2.2-06 Evaluation Schedule:** Approach Paper
- **T2.2-07 Evaluation Schedule:** Quality Management

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100.  
The scores of each of the evaluators will be averaged, weighted and then totalled  
to obtain the final score for functionality, unless scored collectively. (See CIDB  
Inform Practice Note #9).

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

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- C.3.11. Only qualifying tenders will be evaluated further in accordance with the 80/20 or 90/10  
preference points systems:

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

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

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

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- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register  
of Tender Defaulters in terms of the Prevention and Combating of Corrupt  
Activities Act of 2004 as a person prohibited from doing business with the  
public sector;
  2. the tenderer does not appear on Transnet's list for restricted tenderers and  
National Treasury's list of Tender Defaulters;
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3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;  
  
the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - c) has the legal capacity to enter into the contract,
  - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - e) complies with the legal requirements, if any, stated in the tender data and
  - f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## T2.1 List of Returnable Documents

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

T2.2-01: **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

**Stage Two : Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**

Valid proof of Respondent's compliance to B-BBEE requirements stipulated in T1.2

Tender Data, stipulated minimum B-BBEE status level of contributor of 4

T2.2-02 **Stage Three as per PPPFA: Local Production and Content Criteria Schedule**

- Annexure B: Declaration Certificate of Local Production and Content (SBD 6.2) and
- Annexure C - Local Content Declaration: Summary Schedule
- A Local Content exemption letter from DTI (where applicable)
- Guidance Document for the Calculation of Local Content
- ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C
- ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C

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

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

T2.2-03 **Evaluation Schedule:** Technical pre-qualification

T2.2-04 **Evaluation Schedule:** Management and CV's of Key persons

T2.2-05 **Evaluation Schedule:** Previous experience

T2.2-06 **Evaluation Schedule:** Approach Paper

T2.2-07 **Evaluation Schedule:** Quality Management

### 2.1.3 Returnable Schedules:

#### **General:**

T2.2-08 Authority to submit tender

T2.2-09 Record of addenda to tender documents

T2.2-10 Risk Elements

T2.2-11 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not a Prequalification)

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**Agreement and Commitment by Tenderer:**

- T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFP Declaration Form
- T2.2-15 RFP – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact

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

- T2.2-18 Insurance provided by the Contractor

**1.3.3 Transnet Vendor Registration Form:**

- T2.2-19 Transnet Vendor Registration Form
- T2.2-20 Agreement in terms of Protection of Personal Information Act

**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 Pricing Schedule**

**2.7 C3.1 Goods Information**

**2.8 C4 Site information**

**3. Annexure A**

- **How to access and register eTenders**
- **Practice guide 01 of 2018 - determining the validity of a broad-based black economic empowerment verification certificate**
- **Transnet Certificate of Contract Works**
- **Standards Condition of Tenders**

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

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

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

Was represented at the compulsory tender clarification meeting

Held at:	Anchor boardroom, Old Naval Base, Commodores Close, Richards Bay (Adjacent to the Zululand Yacht Club)	
On (date)	01 November 2022	Starting time: 10:00am

#### Particulars of person(s) attending the meeting:

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Capacity \_\_\_\_\_

#### Attendance of the above company at the meeting was confirmed:

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

## SBD 6.2

### T2.2-02: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

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

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

#### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

#### 2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;



- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Local Production and Content Designated Sectors:</b>	<b>Minimum Threshold (%)</b>
<b>Pump</b>	<b>70%</b>

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

( *Tick applicable box* )

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

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	18.3241
Pound Sterling	20.7347
Euro	18.0053
Yen	8.1491
Other	0.7350

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

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

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

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

**IN RESPECT OF BID NO. TNPA/2022/07/0670/7485/RFP**

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

NB

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

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

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

Price of the Designated commodity ( <b>Pump</b> ) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>70%</b>
Local content %, as calculated in terms of SATS 1286:2011	

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

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

<b>SIGNATURE:</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 1</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 2</b> _____	<b>DATE:</b> _____

**NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C “local content declaration - summary schedule” may result in the tender submission being non-responsive and disqualified from any further evaluation.**

---

## Schedule A – Non-compliance for Local Content

### Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

### Non-compliance Penalty Certificate:

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:

---

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

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

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

- 
- the dispute shall be resolved in accordance with the provisions of the Contract; and
  - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

**Payment of Non-compliance Penalties:**

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

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

TRANSNET NATIONAL PORT AUTHORITY  
TENDER NUMBER: TNPA/2022/07/0670/7485/RFP  
DESCRIPTION OF SUPPLY: FOR THE SUPPLY, TEST, COMMISSION AND DELIVERY OF BOWSER  
FUEL TRUCK IN THE PORT OF RICHARDS BAY

SATS 1286.2011

Annex C - Pump

Local Content Declaration - Summary Schedule

(C1) Tender No.

TNPA/2022/07/0670/7485/RFP

(C2) Tender description:

SUPPLY, TEST, COMMISSION AND DELIVERY OF BOWSER FUEL TRUCK IN THE PORT OF RICHARDS BAY

(C3) Designated product(s)

PUMP

(C4) Tender Authority:

TRANSNET NATIONAL PORTS AUTHORITY

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

Pula

EU

GBP

(C7) Specified local content %

70%

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
A4.2.1	Refuelling pumps										

Signature of tenderer from Annex B

Date:

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D - Pump

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

TNPA/2022/07/0670/7485/RFP

SUPPLY, TEST, COMMISSION AND DELIVERY OF BOWSER FUEL TRUCK IN THE PORT OF RICHARDS BAY

PUMP

TRANSNET NATIONAL PORTS AUTHORITY

Pula

EU

GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer

R 0

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

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

R 0

D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

Signature of tenderer from Annex B

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

Date:

This total must correspond with Annex C - C 23

**SATS 1286.2011**

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



## T2.2-03: Supplier's pre-qualification: Compliance to Technical Specifications

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

**Supplier's pre-qualification requirements**

<b>Supplier's documents required to be submitted with RFP</b>	<b>Submitted (attached to T2.2-03) Yes / No</b>	<b>Compliance to Specification (attached to T2.2-03) Yes / No</b>
Detailed technical drawings and performance data for Base vehicle		
Letter of commitment from the Manufacturer, Importer or Builder		
<b>The Vehicle Converters' E-NATIS Model Number (The National Traffic Information System) for the type of conversion on this bid</b>		
<b>Certificate of registration for Manufacturer/ Importer/Builder as per National Road Transport Act 1998</b>		
Valid ISO 9001:2015 certification from the Manufacturer and Vehicle Converters		

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer \_\_\_\_\_

## **T2.2-04: Evaluation Schedule: Management & CV's of Key Persons**

### **Pre-qualifying criteria:**

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

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

1. Organizational structure
  - a) The organizational chart/list is complete showing key staff and manufacturing staff.
2. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
  - Relevant experience
  - The education, training and skills of the assigned staff in the specific sector, field, subject etc. which is directly linked to the scope of work (Proof of education and training must be attached. Copies of all qualifications must be certified by a Commissioner of Oaths).
  - a. Key personnel should include at least, amongst others but not limited to:
    - Supply Manager
    - Mechanical Engineer/Technologist
  - b. Comprehensive CVs should be attached to this schedule:

As a minimum, each CV should address the following, but not limited to:

    - Personal particulars
      - a. Name
      - b. Date and place of birth
      - c. Place (s) of tertiary education and dates associated therewith
      - d. Professional awards
    - Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
    - Name of current employer and position in enterprise
    - Outline of recent assignments/experience that has a bearing on the scope of work.
3. CV's for personnel for all identified posts should include as a minimum but not limited to:

**i. Supply Manager**

Supply Manager should at least have National Diploma in engineering qualification and 5 years or more of experience in managing engineering works and experience working with the NEC3 chosen for this contract is necessary.

**ii. Mechanical Engineer/Technologist**

Mechanical Technician should at least have a BSc/B-Tech Mechanical qualification and 5 years or more of experience in the petrochemical industry. Key staff must be professionally registered with ECSA.

List of Key Persons assigned to the above disciplines

No.	Discipline		Name and Surname	CV attached (Yes/No)
(i)	Supply Manager	Key Person		
(ii)	Mechanical Engineer/Technologist	Key Person		

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

**Attached submissions to this schedule:**

.....

.....

.....

.....

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

	<b>Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member</b>	<b>Supply Manager</b>	<b>Mechanical Engineer/Technologist</b>
	<b>2</b>	<b>8</b>	<b>10</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 40</b>	Inadequate organization chart, Incomplete list of Key staff and manufacturing staff.	Key staff has relevant qualifications. But limited recommended levels of relevant experience (from 3 but less than 5 years' experience)	Key staff has relevant qualifications. But limited recommended levels of relevant experience (from 3 but less than 5 years' experience)
<b>Score 70</b>	Adequate organization chart, Organization chart shows complete Key staff and manufacturing staff	Key staff has acceptable levels of relevant experience (from 5 but less than 8 years' experience) and qualifications.	Key staff have acceptable levels of relevant experience (from 5 but less than 8 years' experience) and with BSc/B-Tech/ in Mechanical Engineering with experience in Petrochemical Industry works. Key staff must

			be professionally registered with ECSA. All relevant and required professional registration/certifications are provided.
<b>Score 90</b>	Organization chart is complete showing key staff, manufacturing staff and management.	Key staff have acceptable levels of relevant experience (from 8 but less than 10 years' experience) and qualifications.	Key staff have highly acceptable levels of relevant experience (from 8 but less than 10 years' experience) and with BSc/B-Tech/ in Mechanical Engineering. Key staff must be professionally registered with ECSA. All relevant and required professional registration/certifications are provided.
<b>Score 100</b>	Organization chart is complete showing key staff, manufacturing staff and management. Roles and responsibilities are clear.	All Key staff have highly acceptable levels of relevant experience (from 10 or more years' experience) and with Diploma /Postgraduate Diploma in Project Management qualifications. All relevant and required professional registration with PMI/SACPCMP certification are provided.	Key staff have highly acceptable levels of relevant experience (from 10 or more years' experience) and with BSc/B-Tech/ in Mechanical Engineering. Key staff must be professionally registered with ECSA. All relevant and required professional registration/certifications are provided.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer \_\_\_\_\_

---

## T2.2-05: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Supply, Test, Commission and Deliver the *Goods* as detailed in the technical tender documentation with reference to:

- The tenderer's experience in the supply and assembly of vehicles and plant
- The tenderer's experience in the supply and assembly of Bowser Fuel Trucks for petrochemical industry

References to substantiate experience indicated showing:

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

The tenderer to submit the following:

- Organization's overall experience in the Supply, Test, Commission and Deliver *Goods* (in general)
- Previous experience based on similar *Goods* (specific to the scope)
- Sufficient references to substantiate experience indicated (project description, Client name and contact details, contract value and duration)

Supply and assembly of vehicles and plant			
Project Description	Client name and contact details	contract value and duration	Date of project completion

Supply and assembly of Bowser Fuel Trucks for petrochemical industry			
Project Description	Client name and contact details	contract value and duration	Date of project completion

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

	<b>Supply and assembly of vehicles and plant</b>	<b>Supply and assembly of Bowser Fuel Trucks for petrochemical industry</b>
<b>POINTS</b>	<b>15</b>	<b>25</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.	
<b>Score 40</b>	<p>The Tenderer's previous experience presented has no relevance to the scope of this project and doesn't address any of the required categories. Tenderer has done only one (1) similar project.</p> <p>One (1) traceable reference submitted for confirmation of successful completion of projects listed in the company profile within the past 6 years</p>	
<b>Score 70</b>	<p>The Tenderer's previous experience presented has some relevance to the scope of this project but lacks detail. Tenderer has done two (2) to four (4) similar projects.</p> <p>Two (2) to four (4) traceable references submitted for confirmation of successful completion of projects listed in the company profile within the past 6 years</p>	
<b>Score 90</b>	<p>The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderer has done five (5) to seven (7) similar projects.</p> <p>Five (5) to seven (7) traceable references submitted for confirmation of successful completion of projects listed in the company profile within the past 6 years</p>	
<b>Score 100</b>	<p>The Tenderer's previous experience presented demonstrates a real understanding substantial evidence of the ability to meet the stated project requirements. Tenderer has done eight (8) to ten (10) similar projects.</p> <p>Eight (8) to ten (10) traceable references for confirmation of successful completion of projects listed in the company profile within the past 6 years</p>	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer



## **T2.2-06: Evaluation Schedule: Method Statement/Approach Paper**

### **Note to tenderers:**

#### Method statement

1. A detailed technical method statement is required covering the supply method and sequence of all aspects of the works to enable the Purchaser to assess the impact of the tenderer's methods with regard to constructability, practicality, quality, health, safety, risk and the environment. The method statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project.
2. As a minimum the detailed technical method statement should include:
  - Procurement activity, Original Equipment Manufacturer (OEM) engagements and meetings
  - Manufacturing of facilities, equipment and processes for the conversion and modification of the base vehicle
  - Supply, Installation, delivery, testing and commissioning of base vehicle
  - Detailed discussion on the modification of the Bowser Fuel Truck.
  - Details and discussion on the assembly of the Bowser Fuel Truck.
  - Details and discussion on vehicle and equipment testing.
  - Licencing and registration of the Bowser Fuel Truck.
  - Detail discussion regarding training of TNPA aviation personnel.
  - Detailed discussions on the yearly minor/major service and maintenance plan to be performed on the vehicle.
3. The tenderer must as such explain his / her understanding of the objectives of the assignment and the Purchaser's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.
4. Programme: The tenderer to submit management Level Schedule (Level 2) with key dates –
  - Which defines the major activities and interfaces between design, engineering & manufacturing, procurement, lead times, fabrication & execution / assembling, testing, delivery, pre-commissioning, and final commissioning.
  - Logical order and timing of all activities and sequencing. (Finish-to-Start, Start-to-Start, Finish-to-Finish and Start-to-Finish)
  - Ability to provide service

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

	<p><b>A detailed technical method statement covering the supply method and sequence with regard to quality, health, safety, risk and the environment in relation to the following key activities;</b></p> <ol style="list-style-type: none"> <li>1. Procurement activity, Original Equipment Manufacturer (OEM) engagements and meetings</li> <li>2. Manufacturing of facilities, equipment and processes for the conversion and modification of the base vehicle</li> <li>3. Supply, Installation, delivery, testing and commissioning of base vehicle</li> <li>4. Detailed discussion on the modification of the Bowser Fuel Truck.</li> <li>5. Details and discussion on the assembly of the Bowser Fuel Truck.</li> <li>6. Details and discussion on vehicle and equipment testing.</li> <li>7. Licensing and registration of the Bowser Fuel Truck.</li> <li>8. Detail discussion regarding training of TNPA aviation personnel.</li> <li>9. Detailed discussions on the yearly minor/major service and maintenance plan to be performed on the vehicle.</li> </ol>	<p><b>Management Level Schedule (Level 2) with key dates -</b></p> <ul style="list-style-type: none"> <li>• which defines the major activities and interfaces between design, engineering &amp; manufacturing, procurement, lead times, fabrication &amp; execution / assembling, testing, delivery, pre-commissioning, and final commissioning.</li> <li>• Logical order and timing of all activities and sequencing. (Finish-to-Start, Start-to-Start, Finish-to-Finish and Start-to-Finish)</li> <li>• Ability to provide service</li> </ul>
	<b>20</b>	<b>10</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.	
<b>Score 40</b>	Tenderer has submitted a method statement with major omissions and/or irregularities. The tenderer misunderstood the scope of works and does not deal with the critical aspects of the project. The approach to managing works too generic with 1-3 aspects and does not address all key listed activities.	The tenderer has addressed some but not all date requirements and submission is missing some activities and dates which renders it at risk of being unrealistic / unachievable.

<b>Score 70</b>	Technical approach submitted addresses (1-7) aspects of the project, indicating that the tenderer understanding of the proposes project scope and approach to address the requirements.	The tenderer has addressed most date requirements correctly and submission contains logic and sequencing which is accurate, State and renders the submission realistic and achievable.
<b>Score 90</b>	The tenderer has submitted extensive method statement meeting the proposed methodology will ensure that the works meets the specifications and quality standards. The proposed approach for procurement/manufacturing/delivery meets the requirements set out in the Goods Information/applicable technical specifications. A detailed project methodology submitted addressing all (1-8) technical approach aspects, approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of the project.	The tenderer has submitted extensive method statement meeting the requirements and contains logic and sequencing which is accurate, and renders the submission realistic and achievable. Sufficiently flexible to accommodate changes that may occur during Executions.
<b>Score 100</b>	Tenderer has submitted an outstanding method statement: <ol style="list-style-type: none"> <li>1. Approach clearly articulated and based on this project; the <i>works</i> are aligned with the scope of <i>works</i> and project schedule;</li> <li>2. The methodology details ways to improve the project outcomes and quality of outputs. A detailed project methodology submitted addressing all (1-9) technical approach aspects, approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of the project.</li> </ol>	The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer \_\_\_\_\_

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## **T2.2-07: Evaluation Schedule: Quality Management**

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

1. Project Quality Plan for the contract which satisfies the technical and quality requirements of the Scope of Works, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements. The plan must detail how quality will be managed during the supply & assembly, delivery, testing and commissioning of the Bowser Fuel Trucks
2. A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2015) that displays the five key policy requirements
3. ISO Certificate 9001:2015 certificate for the vehicle convertor
4. Base Vehicles warranties/guarantees

Note:

The policy must include or cover the following requirements:

- a) Is appropriate to the purpose of the organisation,
- b) Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
- c) Provides a framework for establishing and reviewing quality objectives,
- d) Is communicated and understood within the organisation, and
- e) Is reviewed for continuing suitability.



**The scoring will be as follows**

	<b>Quality Management (10)</b>			
	<b>Project Quality Plan for the contract (3)</b>	<b>ISO 9001:2015 certificate (2)</b>	<b>Signed Quality Policy based on International Organization for Standardization (ISO 9001:2015) that displays the five key policy requirements (2)</b>	<b>Base Vehicles warranties/guarantees (3)</b>
<b>Score (0)</b>	No PQP submitted.	No ISO 9001:2015 certificate submitted	No Signed Quality policy submitted	N/A
<b>Score (40)</b>	PQP is project specific but inadequate to cover project scope	N/A	2 of the 5 key policy requirements are recognised and meet the Employer's requirements.	Guarantee/warranty period 36 months (Not less than 36 month) submitted
<b>Score (70)</b>	PQP shows adequate understanding of project quality requirements	ISO 9001:2015 certificate expired, letter of renewal available	3 of the 5 key policy requirements are recognised and meet the Employer's requirements.	Guarantee/warranty period 60 months/120 000km (not less than 60 months & not less than 120 000km) submitted



	<b>Quality Management (10)</b>			
	<b>Project Quality Plan for the contract (3)</b>	<b>ISO 9001:2015 certificate (2)</b>	<b>Signed Quality Policy based on International Organization for Standardization (ISO 9001:2015) that displays the five key policy requirements (2)</b>	<b>Base Vehicles warranties/guarantees (3)</b>
<b>Score (90)</b>	PQP shows above average understanding of the project quality requirements	N/A	4 of the 5 key policy requirements are recognised and meet the Employer's requirements.	Guarantee/warranty period 72 months/160 000km (not less than 72 months & not less than 160 000km) submitted
<b>Score (100)</b>	PQP covers all and above the project quality requirements of the project scope	ISO 9001:2015 certificate is valid	5 of the 5 key policy requirements are recognised and meet the Employer's requirements	Guarantee/warranty period 84 months/200 000km (not less than 84 months & not less than 200 000km) submitted



**Attached submissions to this schedule:**

.....

.....

.....

.....

.....

.....

.....

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

## T2.2-08: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



## B. Certificate for Partnership

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

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

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

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

## **T2.2-09: Record of Addenda to Tender Documents**

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

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

## T2.2-10: Risk Elements

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

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

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


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

## T2.2-11: Schedule of Proposed Subcontractors

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

### Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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

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

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

## T2.2-12 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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



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

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

Signed

Date

Name

Position

Enterprise  
name

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

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

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<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>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by

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

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
- (***Tick applicable box***)

SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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



## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[ *TICK APPLICABLE BOX* ]

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

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

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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....



**SBD4**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the

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

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

## **T2.2-13 NON-DISCLOSURE AGREEMENT**

**[August 2020]**

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

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

**TRANSNET SOC LTD**

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

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

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

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

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

Signed

Date

Name

Position

Tenderer



## T2.2-14: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

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

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

### IMPORTANT NOTICE TO TENDERERS

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

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

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

NAME OF COMPANY: \_\_\_\_\_

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

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SIGNATURE OF TENDER

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

NAME OF TENDERING ENTITY:

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

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- 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

## **T2.2-17 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

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## **PREAMBLE**

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

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

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

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

## **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



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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.

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- 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

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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

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- 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.

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- 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.

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- 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.

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

## **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.

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

Signature .....

Date .....

## T2.2-18: Insurance provided by the *Contractor*

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

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

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

## T2.2-19 SUPPLIER DECLARATION FORM

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

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

### General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

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

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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

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



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

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

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

<b>By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct</b>			
Name and Surname		Designation	
Signature		Date	

## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

### Affidavit or Solemn Declaration

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

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

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

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

### Commissioner of Oaths

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

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

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

## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

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

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

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

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

**Deponent Signature**

.....

**Date**

.....

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

Signature & stamp

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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



- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature & stamp

## VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

## **T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is ( \_\_\_\_\_ ) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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

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

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

YES	
-----	--

NO	
----	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

### **3. SOLE AGREEMENT**

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

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

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

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

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

----- (Pty) Ltd

(Operator)

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

#### **AS WITNESSES:**

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

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

## 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:

#### **FOR THE SUPPLY, TEST, COMMISSION AND DELIVERY OF BOWSER FUEL TRUCK IN THE PORT OF RICHARDS BAY**

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<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 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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Purchaser**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

## 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		

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



## 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>X2</b>    <b>Changes in the law</b></p> <p><b>X7:</b>    <b>Delay damages</b></p> <p><b>X13:</b>   <b>Performance bond</b></p> <p><b>Z:</b>     <b><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):	<b>Selena Moodley</b>
	Address	<b>Pioneer Centre, Infrastructure Department San Thom Road</b>
	Tel	<b>035 905 4534</b>
11.2(13)	The <i>goods</i> are	<b>Supply, test, commission and delivery of bowser fuel truck in the Port of Richards Bay</b>
11.2(14)	The following matters will be included in the Risk Register	<b>No additional data is required for this section</b>
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Supply and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Two [2] weeks</b>
2	<b>The <i>Supplier's</i> main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2</b>

		and terms in italics used in this section are identified elsewhere in this Contract Data.	
<b>3</b>	<b>Time</b>		
30.1	The <i>starting date</i> is.	<b>03 April 2023</b>	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b><i>goods and services</i></b>	<b><i>delivery date</i></b>
		<b>1</b>	<b>All goods</b>
			<b>03 October 2023</b>
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	<b>Not applicable</b>	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>Two (2) weeks.</b>	
<b>4</b>	<b>Testing and defects</b>		
42	The <i>defects date</i> is	<b>Fifty-two (52) weeks after Delivery.</b>	
43.2	The <i>defect correction period</i> is	<b>Two (2) weeks</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 effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.</b>	
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
<b>8</b>	<b>Risks, liabilities, indemnities and insurance</b>		
80.1	These are additional <i>Purchaser's</i> risks	<b>None</b>	
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table		
	1. Insurance against	<b>Loss of or damage to the goods, plant and materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>	

		Cover / indemnity is	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
		The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2. Insurance against		<b>Loss of or damage to property (except the goods, plant and materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
		Cover / indemnity is	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
		The deductibles are	<b>as stated in the insurance policy for contract works / Public Liability</b>
84.1	The <i>Purchaser</i> provides these additional insurances		
	1. Insurance against		<b>Loss of or damage to Equipment (Temporary works only) as stated in the insurance policy for Contract Works and Public Liability</b>
		Cover / indemnity is	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
		The deductibles are	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
84.1	The <i>Supplier</i> provides these additional insurances		
	1. Insurance against		<b>Where the contract involves manufacture, and/or fabrication of plant &amp; materials, components or other goods to be incorporated into the works at premises other than the site, the Supplier shall satisfy the Purchaser that such plant &amp; materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.</b>
		Cover / indemnity is	<b>Should the Purchaser have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Supplier's policies of insurance as well as those of any Supplier</b>
		The deductibles are	<b>Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised</b>

		<b>Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.</b>
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	<b>As per Transnet Insurance certificate</b>
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 [ As per Department of Labour, (COIDA)]</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>Nil</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	The deductible of the relevant insurance policy
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<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>1 (one) year after Delivery of the whole of the goods.</b>
<b>9</b>	<b>Termination and dispute resolution</b>	
94.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of The Association of Arbitrators (Southern Africa)</b>
94.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
94.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).</b>

94.4(5)	The place where arbitration is to be held is <b>Richards Bay</b>
	The person or organisation who will choose an arbitrator
	- if the Parties cannot agree a choice or
	- if the arbitration procedure does not state who selects an arbitrator, is <b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).</b>

## **10 Data for Option clauses**

### **X2 Changes in the law**

X2.1	A change in the law of	<b>is a compensation event if it occurs after the Contract Date</b>
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### **X7 Delay damages**

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

### **X13 Performance bond**

X13.1	The amount of the performance bond is	<b>25% of the total of the Prices at the Contract Date).</b>
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## **Z The *additional conditions of contract* are**

### **Z2 Local Production and Content Obligations (If applicable)**

Z2.1	In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-02. Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Supplier</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1. Pumps
Z2.2	The <i>Supplier</i> is required to note that the <i>Purchaser</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

- 
- Z2.3 The *Supplier* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract. The *Supplier* shall report to the *Purchaser* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
- Z2.4 The *Supplier* must refer to Schedule A attached to the Returnable Schedule T2.2-2 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
- Z2.5 Breach of Local Production and Content commitments provides the *Purchaser* cause to terminate the contract.
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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.

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Z4.2		<p>Insert additional core clause 27.6</p> <p>27.6. The <i>Supplier</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Purchaser</i>.</p>
<b>Z5</b>	<b>Additional obligations in respect of Termination</b>	
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		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
<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>

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

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

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**Z7 Additional Clause Relating to Collusion and/or Tender Rigging**

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Z7.1 The contract award is made without prejudice to any rights the *Purchaser* may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.

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**Z8 Protection of Personal Information Act**

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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.

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## C1.2 Contract Data

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

#### Notes to a tendering supplier:

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

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

Clause	Statement	Data								
10.1	The <i>Supplier</i> is (Name):  Address  Tel No.  Fax No.									
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:									
11.2(11)	The tendered total of the Prices is	<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><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td><b>1</b></td><td></td></tr><tr><td><b>2</b></td><td></td></tr><tr><td><b>3</b></td><td></td></tr></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:									
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	<b>%</b>								

## C1.3 Forms of Securities

### Pro formas for Guarantees

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

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

Option X13: Performance guarantee

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

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

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

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

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

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

Bank reference No.

Date:

Dear Sirs,

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

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

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

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

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

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

For and on behalf of the Bank

Bank Signatories(s)

TRANSNET NATIONAL PORT AUTHORITY  
TENDER NUMBER: TNPA/2022/07/0670/7485/RFP  
DESCRIPTION OF SUPPLY: FOR THE SUPPLY, TEST, COMMISSION AND DELIVERY OF BOWSER FUEL  
TRUCK IN THE PORT OF RICHARDS BAY



Name(s) (printed)	
Witness(s)	
Bank's seal or stamp	

## PART C2: PRICING DATA

### NEC3 Supply Contract

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



## C2.1 Pricing assumptions

### 1. The *conditions of contract*

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

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

<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>
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

#### 1.2. Function of the Price Schedule

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

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

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

entering into this contract.

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

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

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

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

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

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

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

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

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

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

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

## C2.2 the *price schedule*

Activity No	Activity Description	Unit	Qty	Rate	Price of each activity
<b>A</b>	<b>Design, Supply and Delivery of Bowser Fuel Truck</b>				
A1	Design and submit for approval of 10 000l Bowser Fuel Truck complete as per the Specification and Scope of Works	Item	1		
A2	Contractual requirements, sureties, insurances, etc.	Item	1		
A3	Purchase of approved base vehicle including registration and delivery to vehicle conversion workshop	Item	1		
A4	<b><u>Fabrication and installation of tank, bowser and ancillary equipment to the base vehicle including testing, commissioning, and all necessary registration, etc. required and delivery</u></b>		1		
A4.1	10000 Litre Aluminum Barrel and Tank Frame Components	Item	1		

A4.2	Overwing refuelling System				
A4.2.1	Refuelling pumps	Item	1		
A4.2.2	Other refuelling components	Item	1		
	<b>Sub Total A (Excl. VAT)</b>				
<b>B</b>	<b>Post Delivery</b>				
B1	Training: Allow for a training course, to train on site at least four to eight persons, as nominated by the end-user from his own operating personnel.	Item	1		
B2	Operation and Maintenance manuals:	Item	1		
	<b>Maintenance:</b> Allow for the maintenance of the complete installation for a period of TWELVE (12) MONTHS after commissioning certificate has been issued by the Purchaser. <b>Guarantee:</b> The guarantee shall be valid for a period of twelve months or as per the manufacturer's guarantee/warranty, whichever is longer, starting on the date when the commissioning certificate is issued, the complete installation shall be guaranteed against defects as a result of patent and latent defects of the apparatus, as well as against faulty materials and workmanship.	Item	1		
	<b>Sub Total B (Excl. VAT)</b>				

<b>TOTAL PRICE</b>	
<b>Total A</b>	
<b>Total B</b>	
<b>Total A &amp; B (VAT Excl.) carried to Form of Offer and Acceptance</b>	
<b>VAT (15%)</b>	
<b>Total A &amp; B (VAT Incl.)</b>	

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
C3.1	Purchaser's Goods Information	23
C3.2	Supplier's Goods Information	1
	Total number of pages	25

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

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## 1 Overview of the *goods and services*

### 1.1 Executive overview

The *Goods* that the *Supplier* is to perform the *manufacture, supply, commission and deliver of a 10 000 litre fully functioning Bowser Fuel Truck (BFT)* to the Port of Richards Bay Aviation department which is located at the Helipad building east side of the Port.

The Port of Richards Bay currently has one Bowser Fuel Truck (BFT) operational; this bowser truck is used for the transportation of Jet A-1 aviation fuel as well as refuelling of the helicopters, which are used for pilotage service in the Port of Richards Bay.

The Port is replacing the existing 5000 litre BFT with a 10 000-litre BFT, in order to sustain an acceptable level of service delivery, there is a strong need to replace the aging BFT with new and more efficient truck. The new BFT must meet all the functional requirements as attached in Annexure A of this *Goods Information* in order to meet all the Aviation Departments requirements. The existing BFT will be decommissioned upon the delivery of the replacement truck.

## 2 Specifications of the *goods and services*

**Supply a 10000 litre Jet A1 fuel bowser for transportation and dispensing of Jet A1 fuel via an over wing refuelling and defueling nozzle for the Port of Richards Bay**

Overwing refuelling system to fit to a truck chassis of the latest model of the chosen manufacturer with all optional extras that enhance safety. Detailed specification with all the components to be considered when purchasing the truck is attached in **Annexure A** of this Goods Information. The specification can also be used for the purposes of developing a pricing schedule,

### 2.1 Stage 1 Preparation

**The Purchaser's objectives are to procure a 10 000 litre BFT to meet the functional requirements of the Aviation Department for the following deliverables:**

- A new fully functional BFT that will allow the Aviation Services team to refuel the helicopters
- Increased reliability
- Lower risk of breakdowns and absence of truck due to maintenance
- Efficient and effective operations
- Operating a BFT with minimal maintenance costs
- Reduction of un-planned maintenance
- Providing reliable and safe vehicle for Aviation Services drivers

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## 2.2 Stage 2 Concept

There are no design development required for this scope. These types of trucks are off the shelf items therefore, a specification of something similar to what the market has in enclosed in **Annexure A** of this Goods Information. The Port purchased a 5000 litre BFT from Denel in 2014 and the price of that truck was used as a base to determine the budget estimate for this project.

## 2.3 Stage 3: Design development

There are no design development required for this scope. Specification provided by the *Purchaser* will be used.

### 2.3.1 Procedure for submission and acceptance of Supplier's design

- Immediately after the starting date, the *Supplier* shall start with the design of the equipment. During this design phase of the contract the *Supplier* is required to hold regular design or specification review meetings to confirm all *Purchaser* requirements and to obtain the *Supply Manager's* acceptance for all design concepts, design interfaces and specifications to ensure that quality is designed into the final product.
- Structural and component design shall be verified by the *Supplier* by using finite element analysis models and tested material properties.
- The *Supplier* must prepare and submit by the dates as indicated on the Accepted Programme two copies of black line paper prints of the general arrangements, working drawings and schematics for acceptance by the *Supply Manager*. These drawings and schematics are to be submitted in a systematic manner, accompanied by an index sheet of all the completed and planned drawings and schematics.
- Drawings, which are submitted for the acceptance of the Supply Manager, *must* bear the signature and designation of the *Supplier's* responsible professional Engineer.
- General arrangement drawings must show the complete chassis layout arrangements with plan views, elevations, cross sections, location and sizes of members, erection details, services where applicable, etc.
- The *Supplier's* fabrication or assembly shop drawings and detailed drawings are not required for purpose of acceptance by the *Supply Manager* *except* when the *Supply Manager* *specifically* requests such drawings for acceptance or to assist the *Engineer* in the inspection of the structure at any stage.
- Notwithstanding any formal acceptance of drawings and schematics submitted by the *Supplier*, the sole responsibility for the adequacy of the design remains entirely with the *Supplier*.

- Time required for all the activities associated with the design of the equipment must be allowed for and indicated by the *Supplier* in his programme.

### 2.3.2 Purchaser's design

The project is a straight purchase with most of the components being off the shelf items, this type of trucks is existing in the market. Therefore, the Purchaser does not provide any designs.

### 2.3.3 Other requirements of the Supplier's design

In addition to the standards, the goods to be purchased will comply with the following relevant Acts and Regulations as listed below:

- Occupational Health and Safety Act 85 of 1993;
- SANS 1518:2011/ BS EN 13094:2004
- South African National Standards and Codes of Practice;
- IEC Standards and Recommendations;
- SANS 10087-4 and,

The SI ("Le Systeme International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A:

The International Metric System: Guide to the use of the SI in South Africa.

Standard No.	Description
SANS 1518	Transport of dangerous goods — Design, construction, testing, approval and maintenance of road vehicles and portable tanks
SANS 10087	The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial, and industrial installations Part 2: Installation of LPG systems in mobile units
SANS 10044	Welding
SANS 2560	Welding Consumables
SANS 1182	Light Gauge Welded Steel Pipes
SANS 121	Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles
SANS 10140	Identification Colour Marking

SANS 8501-3

Preparation of Steel Substrates Before Application of Paints and Related products

#### 2.3.4 Use of Supplier's design

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

### 2.4 Stage 4: Production information

Refer to Annexure A the specification regarding the supply and delivery of 10 000 litre over wing refuelling and defueling unit with made for the BFT components enabling entry for refuelling and defueling from the refineries.

Refer to Annexure B for the base vehicle technical specifications.

### 2.5 Stage 5: Manufacture and installation Information:

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

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

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

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

#### 2.5.1 Tests and inspections before Delivery

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

### 2.5.2 Operating manuals and maintenance schedules

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

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

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

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

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

### 2.5.3 Operating manuals and maintenance schedules

The *Supplier* facilitates the following requirements for training Goods hops after Completion and delivery of the Goods:

- a) Operating and Maintenance Manuals shall be provided by the *Supplier*.
- b) BFT schematic diagrams shall be the As-built and shall be framed behind glass and displayed on BFT.

- 
- c) A concept copy of the Operating Manual(s) shall be submitted to the Purchaser's Engineers, at in line with the period stated in the contract data prior to the anticipated hand-over of the BFT, for scrutiny and possible amendment.
- d) Operating and Maintenance Manuals shall consist of the following sections: • Descriptive Information
- BFT Data Comprising:
    - BFT Designation
    - Manufacturer and Model
    - Size and Rating
    - Manufactures Local Representative
  - Systems Operating Instructions: Complete instructions for all BFT including:
    - Starting and Stopping Procedures
    - Sequence under fuelling defueling
    - Normal Operation and Tripped Conditions
    - Logs and Records to be kept.
  - Inspection and Maintenance
    - Inspection Schedules and Checklist.
    - Servicing Schedules.
    - Routine Replacements, Adjustments and Calibrating.
    - Routine Cleaning, Painting and Protection.
    - Inspection and Maintenance Logs and Records to be kept
  - Reference Documents
    - Tender Specification & Drawing List
    - As built Record Drawings
    - Test Reports
    - Commissioning Reports
  - Manufacturers Data: This part of the Manual shall consist of manufacturer's data including:
    - Descriptive Literature
    - Catalogue Cuts, Brochures or Shop Drawings
    - Dimensioned Drawings
    - Materials of Construction
    - Parts Designations
    - Operating Characteristics
    - Performance Tables and Charts
    - Performance Curves
    - Pressure, Temperature, and Speed Limitations
  - BFT Operating Instructions
    - Pre-start Checklist
    - Start-up Procedures
    - Inspection during Operation
    - Adjustment and Regulation
    - Testing
    - Detection of Malfunction
    - Precautions
  - Inspection Instructions and Procedures
  - Critical spares list
  - Service Contracts

- Maintenance Instructions and Procedures
  - Schedule of Routine Maintenance.
  - Procedures.
  - Troubleshooting Chart.

## 2.6 Specification of the services to be provided

The *Supplier* shall allow in their tender prices for a training course, to train on site at least eight (8) persons, as nominated by the *User* (Client) from his own operating personnel. The training shall follow the following guidelines as listed below:

- The training shall be done on all installed systems. All consumables required for the training shall be provided by the Supplier and shall be priced for.
- During this period the personnel shall be made fully conversant with the operation of, and daily maintenance required for, each item of system of the BFT.
- The training shall be of such a standard that will enable the Client to carry out his own in-house training of other personnel.
- The training course shall be carried out in the language medium as chosen by the Client.
- The Operating Manual of the contract shall include a full description of the contents of the training course.

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

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

The delivery will be certified as completion of the *Goods of Service* and this will be achieved by:

- Supply and delivery of fully functional BFT as per the specification attached in **Annexure A** of this *Goods Information*
- Supply of all the spare components for maintenance purposes
- The supply of roadworthy certificate for the BFT
- Supply of certification to enter refineries
- Compliance certifications with all the hazardous substances as regulated by the statutory bodies
- Skill transfer to the operators of BFT in Transnet National Ports Authority
- Provision of Training to maintenance personnel
- Provision of all maintenance schedules
- Provision of approved spares lists

- All testing certifications i.e. Mechanical, Electronics, Piping and Hydraulics, Controls and all other fittings that completes functionality of the BFT

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

The *Purchaser* will provide no additional services until delivery and handover of the BFT in the Port of Richards.

### 3.3 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall Contract - Progress and feedback.	Twice a month i.e. Every second week	Pioneer Centre in the Port of Richards Bay/Virtual	<i>Supply Manager, Supplier, Engineer, Contracts Manager, Project Team, including Stakeholder's as may be deemed relevant</i>
Kick off meeting	Within 2 weeks of signing of the contract	Pioneer Centre in the Port of Richards Bay/Virtual	<i>Supply Manager, Supplier, Engineer, Contracts Manager, Project Team, including Stakeholder's as may be deemed relevant</i>
Project Risk Workshop	As and when required	Any other location as agreed by the two parties / Virtual	<i>Supply Manager, Supplier, Engineer, Contracts Manager, Project Team, including Stakeholder's as may be deemed relevant</i>
Quality Inspections	Ad hoc	<i>Supplier's premises</i>	<i>Supply Manager, Supplier, Engineer, Contracts Manager,</i>



Risk Reduction meeting	As and when required	Pioneer Centre in the Port of Richards Bay/Virtual/Any other location as agreed by the two parties	<i>Supply Manager, Supplier, Engineer, Contracts Manager, Project Team, including Stakeholder's as may be deemed relevant</i>
Quality Audits	Monthly	<i>Supplier's premises</i>	<i>The person identified in the contract data as the quality manager</i>

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

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

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

### 3.4 Documentation control

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

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

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

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

The *Supplier* shall deliver both hard copies and electronic media copies (CD Rom) to the *Supply Manager* at the address stated within the Contract Data.

The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the *Supplier's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The *Supplier* shall note that documentation will be rejected if this requirement is not met.

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

After review, a copy of the original reviewed/marked-up drawing/document, with the *Supply Manager's* consolidated comments and document status marked on the *Supplier* Review Label, is scanned and the hard copy shall be returned to the *Supplier* under cover of the *Supply Manager's* Transmittal Note for revision or re-submittal as instructed.

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

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

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

### 3.5 Health and safety risk management

Since no work will be executed at Transnet National Ports Authority premises, the *Supplier* will have to comply with their own Health and Safety Plans in accordance to the Occupational Health and Safety Act. However, during delivery of the goods at Transnet premises the applicable Transnet National Ports Authority Health and Safety specification will be enforced.

The *Supplier* must comply and is responsible for ensuring that all of its *Sub-Suppliers* comply with the relevant legislation(s) and statutory regulations for health and safety and the Transnet Health and Safety requirements.

All COVID-19 regulations must be adhered to.

### 3.6 Environmental constraints and management

Since no work will be executed at Transnet National Ports Authority premises the *Supplier* will have to comply with their own Environmental Plans in accordance to the National Environmental Management Act (NEMA). However, during delivery of the goods at Transnet premises the applicable Transnet National Ports Authority EMP will be enforced.

### 3.7 Quality assurance requirements

The onus rests entirely on the *Supplier* to produce goods which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the *Supplier* must, at his own expense, institute a quality management system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the *Goods* at all times.

The *Supplier* will be required to attend a quality management kick-off meeting with the *Supply Manager* prior to manufacture.

The *Supplier's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Supply Manager*).

The *Supplier* shall submit his proposed Quality Control Plan (QCP) to the *Supply Manager* for approval. The *Supplier's* quality plan shall include or reference the quality plans of *sub-Suppliers*. No work shall commence until the QCP is to the *Supply Manager's* satisfaction.

Upon completion of the *Goods*, the *Supplier* shall submit a complete quality Data Book for each piece of equipment, comprising of the following as a minimum:

1.	Project Quality Plan
2.	Quality Control Plans (Factory & Site, approved & signed-off)

3.	Take Over Certificates (Final Handover)
4.	Release Certificates/Documents
5.	Punch List (Factory Release + Certificate of Compliance)
6.	Inspection Reports (Final for FAT/SAT)
7.	3 <sup>rd</sup> Party Certificates of Compliance
8.	Certificates of Conformity
9.	Data Sheets & Calculations (Verification of <i>Purchaser</i> Requirements)
10.	Drawings Register
11.	As-Built/Redline Drawings including GA's, PFD & P&ID's
12.	Diagrams
13.	Site Tie-in Data (wheel loads, electrical connections, tie-down details, etc)
14.	Controls and Instrumentation Interface Data, including Check Sheet of all safety limits
15.	Electronic programming data, including PLC programmes, programming details for drives, details of remote communication interfaces, etc.
16.	Procedures, Codes and Standards List
17.	Work Method Statements
18.	Weld Map + Welder Map + Weld Consumable Map
19.	Welding Procedures (WPS & PQR)
20.	Welder Qualifications
21.	NDE Map + NDE Results + NDE Consumables data
22.	NDE Technician Qualifications
23.	Material Map
24.	Material Certificates + Material Test Results (Base + Weld Material, steel wire ropes, etc.)
25.	Check Sheets
26.	Bolt Torque Register (Capturing grade and torque values for all bolts used on the structure)
27.	Calibration Certificates for Plant (Including pressure gauges, anemometers, etc.)
28.	Tests Certificates (Reports and Results, including instrument calibration registers)

29.	Heat Treatment Documents
30.	Paint Application Records & DFT measurement results
31.	Plant certificates (Including load cells, etc.)
32.	NCR's – Register and Signed off NCR's
33.	Concessions - Register and Signed off Concessions
34.	Engineering Queries (Including Field Queries)
35.	Engineering Certificate of Competence (Pr Eng)
36.	Early Warning & Compensation Events Register
37.	Record of Design Engineer's Inspection (Construction Regulation 9(2) F)
38.	Certificate of Compliance for Electrical Work (Electrical Regulation)
39.	Engineers Certificate of Design Compliance, signed by a competent professional person, certifying that the equipment is designed and built to the standards and class specified
40.	Engineers Certificate of Completion stating "structure" is "safe to use" (Construction Regulation 9(2) h)
41.	Load Testing Certificate of Compliance
42.	Quality Audit Schedule and Audit Reports

### 3.8 Programming constraints

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

#### 3.8.1 The Supplier's programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a

code, the *Supply Manager* will communicate this to the *Supplier*, post Contract Date. The *Supply Manager* notifies any subsequent layouts and corresponding filters on revised programmes

- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Supplier* relating to all operations identified on the programme representing the daily activities by each discipline
- A narrative status report, which includes details status and performance of operations on Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

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

The status report shall state the current percentage progress of each major piece of equipment as applies at that date. Each report shall state the actual completion date for those manufacturing activities completed in the last reported period shall advise the anticipated completion date for each major piece of equipment and shall comment on any delay or variance with respect to scheduled progress.

The *Supplier* shall also report his calculated overall completion percentage for each Subcontract at each report date.

### 3.9 Invoicing and payment

Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Supply Manager's* certificate.

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

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number 4720103177
- The *Purchaser's* VAT registration number.
- Description of goods and services provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; • (add other as required)

The invoice must contain all the supporting details.

The invoice is presented either by post or by hand delivery.

Invoices submitted by post are addressed to:

**Transnet National Ports Authority**

**PO Box 181**

**Richards Bay**

**3900**

Invoices submitted by hand are presented to:

**Transnet National Ports Authority**

**Bayvue Centre**

**Ventura Road**

**Port of Richards Bay**

**3900**

All the invoices must be presented as an original for the attention of Selena Moodley

### **3.10 Insurance provided by the *Purchaser***

The *Purchaser's* insurance is applicable to work undertaken on the site only, and the *Supplier* provides insurance for the *Goods* for the period up to delivery to the site. This includes insurance during transit and off loading at the site.

Any other Insurance provisions by the *Purchaser* over and above what has been stated in this document is contained in the Contract Data – Part 1.

### **3.11 Contract change management**

No additional requirements will apply which is over and above NEC 3 Supply Contract Clause 60 series.

### **3.12 Provision of bonds and guarantees**

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.



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

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

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

## **4 Procurement**

### **4.1 Subcontracting**

#### **4.1.1 Preferred sub-Suppliers**

It has to be noted that Transnet does not have any preferred sub-*Suppliers* it is the discretion of the *Supplier* to appoint any sub-*Supplier* that has the capacity and capabilities to deliver as per the *Goods Information* and in line with the Purchaser's technical specification. The *Supplier* shall submit his schedule of proposed sub-*Suppliers* for the acceptance of the *Supply Manager* prior to their appointment. This list shall not deviate from the tender schedule of proposed sub-*Suppliers*, unless discussed with, and accepted by, the *Supply Manager*.

*Sub-Supplier* documentation, and assessment of *Sub-Supplier* tenders, it is not necessary for *Sub-Supplier* to be awarded on the basis of competitive tendering. The *Supplier* submits the proposed conditions of contract for each *Sub-Supplier* to the *Supply Manager* for acceptance.

Where the *Supplier* employs a *Sub-Supplier* who constructs or installs part of the Goods or who supplies Plant and Materials for incorporation into the Goods, which involves a *Sub-Supplier* operating on the Site and/or Working Areas, then the *Supplier* ensures that any such *Sub-Supplier* complies with all the Compliance legislations i.e. Environmental, Health and Safety. For any other work that will be carried out at Transnet premises, the *Supplier* and his *Sub-Supplier* will have to comply to the Transnet SHE specifications.

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

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

The *Supplier* must notify the *Supply Manager* of all inspections at his *sub-Supplier* at least 3 working days in advance of such inspections. The *Supplier* must ensure that his *sub-Suppliers* has the relevant quality management plans available at such inspections. The Engineer will give the *Supplier* 24 hour notice in writing of his intention to be present at the inspections.



#### **4.1.2 Limitations on subcontracting**

The *Supplier* may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the *Supplier*, unless the contract is sub-contracted to an EME that has the capability and ability to execute the subcontract.

### **4.2 Plant and materials**

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

The *Purchaser* will not provide any free issue; all Plant and Materials are to be provided by the *Supplier*.

#### **4.2.2 Spares and consumables**

The essential Spares to be provided by the *Supplier* upon delivery are listed as follows:

- Wheel Chock
- Cabin Fire Extinguisher
- Additional Grounding Cable

The *Supplier* provides a schedule of recommended spare parts which are not included above and not deemed essential. The recommended spare parts list should cover the anticipated requirement for a minimum of 12 months operation of the BFT from hand-over. The following data is to be listed for each item:

- Part Description,
- Positional Assembly Indication,
- Part/Drawing Number,
- Quantity Used,
- Quantity Recommended,
- Delivery Time and Price,
- Vendor Details.

The *Supplier* provides the first fill of lubricants and all lubricants must comply with the Original Equipment Manufacturer's specifications and requirements. Wherever possible, lubricants that are already in use by Transnet National Ports Authority should be selected to minimise stock holding and inventory costs.

The *Supplier* will also provide all spare parts and consumables that may be required during commissioning of the plant, including the performance test.

The *Supplier* must also provide guarantee of availability of consumable parts within 24 hours required for breakdown repairs during the Defect Period, the defect period is stated in the contract data.

#### **4.3 Marking the goods if payment is made before supply**

The *Supplier* prepares and marks items of Plant and Materials outside the Working Areas with 'Property of Transnet SOC Ltd' and the Contract number. This unique mark must be agreed to by the *Supply Manager* and must be shown on all relevant fabrication and shop drawings.

In addition to the primary identification mark, all Plant and Materials shall also be marked with a secondary identification mark indicating its locality in the particular piece of equipment and must correspond with the identification of the particular component on all drawings.

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

The *Supplier* delivers digital photographs to the *Engineer* as proof of marking and storage in designated areas.

The *Supplier* or his sub-*Supplier*, shall as far as practically possible keep all Plant and Materials with a particular primary identification mark together in a designated work-in-progress area, separate from other Plant and Materials.

### **5 Constraints at the Delivery Place**

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

Entry to the Port of Richards Bay is via security controlled gates on the east and west boundaries only. All personnel entering and leaving the Port must have positive identification. All personnel, other than temporary visitors, should be provided with Transnet identity cards, which must be worn visibly at all times. A person working only for a short period or very few times during a year will not be issued with a Transnet identity card.

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

Temporary Access Permits, valid on the day of issue only, are obtainable for the TNPA Permit Office situated at the Truck Staging Area outside the west entrance to the Port of Richards Bay. The following items must be furnished with each application for a Temporary Access Permit:

- A letter on the Supplier's company letter head stating the applicant's full names, ID number, and reason for requesting the ID card and area in within the Port where the work will be carried out.
- Positive identification of the applicant (green bar-coded RSA ID or drivers licence)

Drugs, firearms and alcohol are prohibited at all times and may not be carried or used within the confines of the Port. All personnel entering the Port are subject to breathalyser tests. Only those persons whose test

result is negative will be allowed to pass the entrance gate. Breathalyser tests are also conducted at other control points within the Port boundary.

## **5.2 Equipment provided by the *Purchaser***

The Purchaser will provide no equipment.

## **5.3 Services and other facilities**

The Purchaser will provide no services or other facilities.

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

The *Supplier* shall unload the goods and move them to the designated area as shown by the *Supply Manager*.

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

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

In order for the BFT to be operationalised, the Supplier should ensure that all compliance certificates to operate are furnished to the Purchaser.

## **5.6 Access given by the *Purchaser* for correction of Defects**

The *Supplier* guarantees the *Goods* to be free from all latent defects.

The Defects Period commences from the date of hand-over of the completed and fully commissioned Goods. The *Supplier* remains in attendance, or is available on site within two hours of the notification of the defect or with reasonable notice by agreement of the *Supply Manager*, to attend to any defects in the *goods* that become manifest during this period.

All costs of remedial Work, including materials, services and labour, are for the *Supplier's* account.

The *Purchaser* will arrange access for the *Supplier* to site to rectify all defects as identified by the *Supply Manager*.

### 5.7 Performance tests after Delivery

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

## 6 List of drawings

### 6.1 Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title
	00	Schematic of the Similar Truck Design

## 7 Technical Specification

- Technical Specification: Jet A1 Fuel Bowser for transportation and dispensing of Jet A1 fuel via an over wing refuelling and defueling nozzle for the Port of Richards Bay
- Technical Specification - Supply, Test, Commission, and Delivery of Bowser Fuel Truck in the Port of Richards Bay
- Chassis Schematic

## C3.2 SUPPLIER'S GOODS INFORMATION

The *Supplier* submits with his tender full technical drawings where applicable, details and specifications for all equipment and systems required for the works. These details shall include assembly of the truck, performance characteristics.

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## TECHNICAL SPECIFICATION

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**DOCUMENTATION DISTRIBUTION, REVISION AND APPROVAL HISTORY**Error! Bookmark not defined.

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## **1. SCOPE OF WORK**

- 1.1 Supply, Test, Commission, and Delivery of base vehicle in the Port of Richards Bay
- 1.2 Design, manufacture, fit a 10 000 litre A1 Jet fuel tank mounted on base vehicle with over wing refuelling and defueling unit made for the Bowser Fuel truck components enabling entry for refuelling and defueling from the refineries in accordance with SANS 1518 and European Agreement Concerning the International Carriage of Dangerous by Road (ADR)

## **2. REFERENCE SPECIFICATIONS AND STANDARDS**

- 2.1 The latest revision of any Specification referred to in this specification, shall be applicable.
- 2.2 In addition to the specifications, the Project will comply with the following relevant Acts and Regulations as listed below:
  - 2.2.1 National Road Traffic Act, Act no 93 of 1996 as amended;
  - 2.2.2 European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR)
  - 2.2.3 South African National Standards and Codes of Practice;
  - 2.2.4 IEC Standards and Recommendations;
  - 2.2.5 International Standards and Codes – ISO, DIN, BS, ASME, ASCE, ANSI, ASTM, EU, NFPA; and
  - 2.2.6 The local, provincial or S.A. Government laws in force at the time.
- 2.3 The SI ("Le System International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.



## 2.4 South African National Standards

Standard No.	Description
SANS 1518	Transport of Dangerous Goods – Design, construction, testing, approval and maintenance of road vehicles and portable tanks
SANS 10231 & 10232-1	Emergency Information Systems – Part 1: Emergency information systems for road transport
SANS 347:2020	Categorisation and Conformity Assessment Criteria for all Pressure Equipment
SANS 1055	Rear Underrun Protection Devices
SANS 10044	Welding
SANS 2560	Welding Consumables
SANS 1182	Light Gauge Welded Steel Pipes
SANS 10140	Identification Colour Marking

## 2.5 Other Specifications

Specification No.	Description
API 5L	Welded and Seamless pipe
	The General Electrical Specification for the Provincial Administration of the Republic of South Africa Part 2E
	The Municipal by laws and any special requirements of the Supply Activities of the area or district concerned.
	The Occupational Health and Safety Act No 85 of 1993
ISO 9001	Quality Management
ISO 9002	Model for Quality Assurance in Production, Installation and Servicing
ISO 14001	Environmental Management

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### 3. TECHNICAL REQUIREMENTS

#### 3.1 Erection of Plant

- 3.1.1 The *Supplier* shall allow for a complete installation, including the provision of mobile cranes, air compressors, lifting tackle, measuring equipment, precision levels, and all other special or regular tools and equipment that may be needed to complete the entire installation in accordance with the specification.
- 3.1.2 The *Supplier* will be responsible for any damage caused to buildings, Plant, etc. during the course of the erection of the Plant.

#### 3.2 Welding

- 3.2.1 Welding shall be carried out in accordance with the current edition of SANS 10044 where applicable.
- 3.2.2 All welded filler or butt joints shall be free from porosity, cavities and entrapped slag.
- 3.2.3 The joints in the weld run, where welding has been recommended, shall be as smooth as possible and shall show no pronounced hump or crater in the weld surface.
- 3.2.4 The profile of the weld shall be uniform, of approximately equal leg length and free from overlap at the toe of the weld. Unless otherwise specified the surface shall be either flat or slightly convex in the case of fillet welds and with reinforcement of not more than 3mm in the case of butt welds. The weld face shall be uniform in appearance throughout its length.
- 3.2.5 Filler metal electrodes shall be of an approved type for the material being used and shall be kept in a dry condition. All electrodes shall conform to the latest edition of SANS 2560.
- 3.2.6 Only welders in possession of a valid approved competence certificate shall be employed. All certificates shall be sent to the *Supply Manager* for acceptance prior to commencement of any work on site.
- 3.2.7 All welds must show proper fusion.
- 3.2.8 The *Supplier* shall denote the type of quality control procedures (QCP) to be used for checking of weld quality in the QCP which shall be submitted to the *Supply Manager* for acceptance by the *Employer's Engineers* and Quality Manager.

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### 3.3 Galvanising

- 3.3.1 All fabricated mild steel sections, ducts, pipework, fixtures and fittings shall be hot dip zinc galvanised to comply with SANS 62, SANS 121 and SANS 1182 and shall be of minimum mean coating thickness 100µm.
- 3.3.2 Items to be galvanised shall be entirely pre-fabricated and then dismantled in sections for galvanising. No cutting of threads or welding will be accepted after galvanising.
- 3.3.3 Mild steel plate and sections shall be of good commercial quality, or higher grades, best suited for galvanising. The materials shall be free from slag or coarse laminations, fine fissures and rolled-in impurities.
- 3.3.4 Welding flux shall be chipped away and all welds wire brushed before galvanising.
- 3.3.5 The surface to be galvanised shall be free from paint, oil, grease and similar impurities.
- 3.3.6 All exposed surfaces including welds shall be thoroughly sand blasted prior to galvanising.
- 3.3.7 The *Employers* Engineer reserves the right to inspect all steel components before galvanising, and shall have the right to reject or ask for remedial treatment of any material which is considered to be unsuitable. This applies particularly to welds.
- 3.3.8 The *Supplier* shall denote the type of quality control procedures to be used for checking of galvanizing quality in the QCP which shall be submitted to the *Supply Manager* for acceptance by the *Employer's Engineers* and Quality Manager. A method statement for the process followed for galvanising shall also be submitted by the *Supplier* to the *Supply Manager* for acceptance.
- 3.3.9 The hot dip galvanizing bath shall primarily contain molten zinc. The total of the other elements (as identified in ISO 752, EN 1179 or EN 13283, excluding tin and iron) in the molten zinc shall not exceed 1,5% by mass.
- 3.3.10 The significant surface(s) of all the hot dip galvanized article(s), when first examined by normal or corrected vision from a distance of not less than 1 m, shall be free from nodules, blisters (i.e. raised areas without solid metal beneath), roughness and sharp points (if either can cause injury) and uncoated areas. Flux residues shall not be permitted. Lumps and zinc ash shall not be permitted where

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they might affect the intended use of the hot dip galvanized article or its corrosion resistance requirement.

3.3.11 Articles that fail visual inspection of the galvanising shall be renovated according to the criteria mentioned in clause 6.3 of SANS 121:2011.

### **3.4 Vibration Control**

#### **3.4.1 Vibration Isolation**

3.4.1.1 Proper provisions shall be made in the foundations and mountings of all Plant capable of transmitting vibration forces to its environment, whether local or remote, (as is the case with pipes) for vibration isolation.

3.4.1.2 Selection of vibration isolation Plant and in particular, mountings for Plant, shall be done with due regard to the forcing frequency of the driven machinery and the mounted natural resonant frequency of the machine.

3.4.1.3 In the case of installation of Plant on upper floors, suspended floors, roofs etc. it is of prime importance that floor stiffness, floor deflection and natural frequency of the floor be taken in to consideration to ensure that resonant conditions cannot occur.

3.4.1.4 Driven machinery and isolator deflections shall be carefully selected in these applications.

3.4.1.5 Should added mass inertia blocks be required to comply with these vibration isolation requirements, proper provision shall be made at tender stage for the provision of such.

#### **3.4.2 Damping**

3.4.2.1 Where static deflections in excess of 8mm are indicated, steel springs shall be employed incorporating acoustic sound pads in series with the spring.

3.4.2.2 The horizontal stiffness of the springs shall not exceed that in the vertical, in particular for systems mounted at vertical frequencies below 5Hz.

3.4.2.3 Low frequency mounts shall incorporate rubber snubbers to accommodate extreme horizontal or vertical motions such as can occur near resonance during start up.

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- 3.4.2.4 The snubbers shall however not be relied upon to provide the necessary horizontal stability of the machine in normal operational conditions. Spring layouts and inertia blocks shall be employed to avoid this situation.
- 3.4.2.5 For static deflections below 8mm, rubber in sheer mounts may be used provided the frequency is above 6Hz.
- 3.4.2.6 For small static deflections less than 4mm and particularly for high-speed machines and general acoustic isolation, ribbed rubber neoprene composite pads may be employed subject to the specified requirements.
- 3.4.2.7 Sufficient stability and damping shall be incorporated in the mountings to minimise the movement of the machine during start up or changes in the operating conditions.
- 3.4.2.8 The selection of mounts shall take proper cognisance of unequal distribution of the mounting weight of Plant and rotational and/or pressure forces acting thereon.

### **3.5 Insulation**

- 3.5.1 Insulation shall in all instances be applied by specialist *Suppliers* and be of the highest standard. Any section not installed to the approval of the Engineer shall be re-done at the *Supplier's* expense.
- 3.5.2 Data sheets for all insulation and accessories shall be submitted to the *Employer* for acceptance that they meet the requirements listed.
- 3.5.3 Material shall be delivered in non-broken, factory furnished packaging and stored in a clean, dry indoor space that provides protection against the weather.
- 3.5.4 Progressive testing of the systems to be insulated shall have been completed, inspected and approved by the owners' representative before the insulation is applied.
- 3.5.5 Insulation shall not be applied until all surfaces are clean, dry, and free of dirt, dust, grease, frost, moisture and other extraneous elements.
- 3.5.6 Insulation, cladding and vapour barriers shall be painted as specified.
- 3.5.7 All items of plant likely to operate at temperatures below the surrounding ambient dew point shall be insulated and provided with a vapour barrier.
- 3.5.8 The individual insulation requirements of each system shall be indicated in their relevant sections of this document.

### 3.6 Painting

- 3.6.1 The paint color scheme shall comply fully with the SANS 10140 requirements.
- 3.6.2 All steel surfaces that need to be painted shall be prepared as per SANS 8501-3 and SANS 10322.
- 3.6.3 All exposed portions of hot water tanks, heat exchangers, cylinders, etc. shall be properly cleaned, primed and painted two coats of heat resistant paint.
- 3.6.4 All other exposed metal parts such as pumps, belt guards, all piping, pipe lagging, fittings, dampers, fans, coils, motors, packaged units, control panels, steelwork, exposed ducts and lagging, expansion tanks, make-up tanks, cooling tower, unit shelters, etc. shall be cleaned, primed, undercoated and finished in a high quality gloss paint of approved colour.
- 3.6.5 All external Plant exposed to the weather must be cleaned, primed and painted with two coats of epoxy paint.
- 3.6.6 The lagged surface of calorifiers, headers and pipes shall be primed, undercoated and finished in a high quality gross of approved colour. Unlagged steam piping shall be painted with heat resistant paint.
- 3.6.7 Machinery, Structural Steelwork Colours:

Checker plates, Pipe supports, Handrails, Base plates	Black
Body portions of machines	Olive Green
All machinery external to the building (except piping, valves and fittings)	Dove Grey
All moving parts which are visible when operating In-side surfaces of all machine guards, belt guards etc	Orange
All handles, levers, handwheel centres adjustment knobs, etc	Yellow
All lagging on boilers, calo-rifiers, tanks, cylinders etc. except on piping and pump sets and ducting)	Aluminium
Electrical distribution boards (except where transparent covers are used)	Orange
Control panels and Indicator panels, Water treatment plant (except on piping), Air Conditioning plant (except on piping)	Light Blue
All points which constitute a physical hazard, e.g. (stay-wires, low pipes, access areas)	Yellow and Black
Doorways, Cross Hatch, Drainage piping	Black

### 3.6.8 Piping, Pumps, Valves, Fittings, etc.:

- 3.6.8.1 All unlagged black piping, holderbolts, supports anchors fittings, etc. shall be painted in accordance with British Standard Specification No. BS 1710.
- 3.6.8.2 Except where otherwise specified all piping on surfaces shall be painted with a primer, an undercoat and a finishing coat in approved high quality gloss paint to the colour indicated in the schedule. This also applies to all holderbolts, supports, anchors, fittings and valves.
- 3.6.8.3 Pump sets, valves, fittings, etc. shall be painted the same basic colour as the pipelines, except those of fire-fighting services, which shall be painted red.
- 3.6.8.4 Where bands are painted for identification purposes over a base colour, the length of the band shall be same as the final pipe diameter, but not less than 100 mm. Where three strips are required per band, each strip shall be one third of the final pipe diameter but not less than 35 mm.
- 3.6.8.5 The direction of flow shall be indicated with a 25 x 100 mm long black arrow at intervals of approximately 4 m and at valves and junctions. Flow lines shall be marked with an F and return lines with an R at each arrow. Arrows shall be located at all bends in pipework and where pipes enter or exit through walls, partitions, etc.
- 3.6.8.6 Where outlets require identification the colour identification shall take the form of coloured centre pieces on hand wheels or cocks, and/or other suitable approved marking on the neck of the outlet fittings as specified. The colour shall primarily be that of the pipe colour and where banding is used, the colour shall be that of the band and stroke.
- 3.6.8.7 All radiators, pipes, fittings etc. in finished areas such as wards, offices, passages, etc. shall be cleaned, primed, undercoated and finished in a high gloss paint to match the existing finish.

### 3.6.9 Identification Colours for Pipework:

	Basic Pipe Colour	Banding Colour
Drinkable Water (Cold)	Brilliant Green (D10)	Cornflower (F29)
Drinkable Water (Hot)	Brilliant Green (D10)	Crimson (A03)
De-ionized Water	Brilliant Green (D10)	White
Fire Fighting Water	Signal Red (A11)	
Fire Fighting Water (Foam Line)	Signal Red (A11)	Biscuit (B64)

Diesel	Middle Buff (B33)	
Compressed Air	Arctic Blue (F28)	
Refrigerant	White	
Oil	Golden Brown (B13)	Verdigris Green (E22)
Sanding	Arctic Blue (F28)	Crimson (A03)

#### 4. TECHNICAL SPECIFICATION

All Plant shall be accompanied by a valid compliance certificate and shall be tested and approved by the relevant authorities where required for use.

The Supplier shall utilise suppliers who are able to provide service for all components in South Africa and who are able to provide spares on short notice.

The main Supplier shall ensure that they limit the number of Sub-suppliers and endeavour to procure equipment from a single supplier where possible to provide standardisation and ease of maintenance.

##### 4.1 Technical Specification - 6 X 4 rigid truck tanker body

4.1.1	Wheel configuration Theoretical Wheelbase	6 X 4 Rigid Body. 4085 mm or larger
4.1.2	Transmission type	Automatic
4.1.3	Engine: Output	293kW @ 1 900R/Min or larger 836Nm @ 1 000~1 400R/Min or larger
4.1.4	Engine: Fuel	Truck engine Fuel Type – Diesel, 50pp or 500pp, dependant on truck manufactures specifications. Minimum Fuel tank capacity of 250L with fuel tank theft resistant system.
4.1.5	Cab	Truck Cab certified to carry 2 + 1 persons.



4.1.6	Payload (including body, driver, fuel, etc.)	17 000 kg or greater
4.1.7	Service Braking system	- Pneumatic, Foot Operated, Dual Line with ABS.
4.1.8	Product specific pump to be fitted to transmission with Power Take-Off clutch arrangement to drive pump.	
4.1.9	Side Underrun Protection in accordance with SANS 1518, should be mounted to chassis.	
4.1.10	Latest Model of truck chosen by a Manufacturer shall be registered with the RSA department of transport as a vehicle bodybuilder and importer vehicle bodies as per the SABS and department of transport.	
4.1.11	Truck chassis and drivetrain shall be a respectable truck brand which has local service centres in all the main centres in South Africa.	
4.1.12	Truck chassis and drivetrain shall be of a respectable brand which complies with the following requirements: Have been operating in South Africa for more than 10 years. Have service centres in all major cities in South Africa which shall include Johannesburg, Cape Town and KZN. Shall offer at least a standard warranty of one year or unlimited mileage on the complete truck.	
4.1.13	All stand and step plates to be covered in aluminium non-slip checkered plate.	
4.1.14	Corrosion protection for marine environment on all exposed components of the truck.	
4.1.15	The truck shall be procured with a comprehensive 5-year maintenance plan.	

#### 4.2 Technical Specification - 10 000 litre A1 Jet fuel tank and bowser

4.2.1	10000 litre Aluminium Barrel to be constructed in accordance with applicable standards and certified by Competent Authority
4.2.2	Overfill protection in accordance with applicable standards

4.2.3	Spill Containment in accordance with applicable standards
4.2.4	Vapour Recovery Systems in accordance with applicable standards
4.2.5	Overwing Refuelling system to deliver Jet A1 at a flow rate of 200 litres per minute designed in accordance with applicable standards
4.2.6	Slop tank installation to be installed and designed in accordance with applicable standards
4.2.7	Filter with differential filter indicator to be installed on supply line or as required by system requirements
4.2.8	Hydraulic or pneumatic hose reel drive
4.2.9	All hoses to comply with EN 1361
4.2.10	Sampling lines for entire system to ensure product conformity prior to use
4.2.11	Labelling and signage in accordance with all applicable standards and Acts
4.2.12	Spill Kit to be to be installed
4.2.13	Tool Box
4.2.14	Fire extinguishers to be installed in accordance with all applicable Acts and standards
4.2.15	Wheel chocks to be included
4.2.16	Mudguards and spray protection in accordance with all applicable standards
4.2.17	Toolbox s/s toolbox, manufactured
4.2.18	Wheel chock Plastic, Yellow

4.2.19	Decals - No – smoking/naked flame/cell phones & Std UN label, JET A1
4.2.20	Earth reel - Static reel with cable and clamp- aviation type
4.2.21	Earth lug - Brass lug
4.2.22	Meter/electronic display installation and calibration SABS Approved
4.2.23	Painted white with customer signature with protection on all components against corrosion in a marine environment
4.2.24	Documentation As required
4.2.25	Registration NATIS registration & Roadworthy compliance

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## 5. SERVICE AND MAINTENANCE PLAN

- 5.1 A service or maintenance plan is compulsory with the purchase of the vehicle and the bidder cannot separate the service plan or maintenance plan cost from the vehicle price offered, it will be evaluated as offered. Bidders are required to provide the details of the service plans as an addendum to the bid document.
- 5.2 End user (TNPA) shall not enter into or be required to enter into any alternative agreements to activate the service or maintenance plans. Any parameters or conditions related to service and maintenance plans needs to be submitted as part of the tender.
- 5.3 The service or maintenance plan needs to be activated on the date of the delivery of the vehicle with proof or confirmation provide to the end user department of the specified plan and the confirmation of the period/km for which it will be valid
- 5.4 Must be supplied with detailed maintenance plan with sufficient information to allow the owner to capture maintenance schedule in terms of inspections, servicing and replacement of parts, spares manual including technical data for each for each component information to be in English.
- 5.5 Transnet require a comprehensive maintenance plan and bidders are requested to provide the pricing for the various service or maintenance plans they have available. (vehicle can be procured minimum of 120 000km or 5 year service plan or maintenance plan).

## 6. WARRANTIES/GUARANTEES

- 6.1 The warrantee/guarantee must be valid in accordance with the manufacturing standards of the vehicle as stated by the vehicle manufacturer. Full details of the vehicle warranties/guaranties must be provided as part of the bid submission.
- 6.2 The *Supplier* guarantees that the items supplied under the contract are new and unused.
- 6.3 The insurance of items against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery will be the responsibility of the *Supplier*. Any damaged items

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because of manufacture or acquisition, transportation, storage and delivery must be replaced with new and unused items. Repair to damaged items will not be accepted.

- 6.4 The drivetrain warranty must be a minimum 60 months/120 000km (not less than 60 months and not less than 120 000km whichever one comes first).

## **7. TRAINING**

- 7.1 Hand-over training or vehicle orientation is required when vehicles are delivered, especially for all specialized vehicles, 4x4 vehicles and heavy duty vehicles and will include the training of individuals to operate a specific vehicle and all accessories thereto safely, economically and effectively. Hand-over training will have to be provided for all aviation personnel as identified by the end user department at the time of delivery of the vehicle at no additional cost to the Employer.
- 7.2 The *Supplier* can make available pre-arranged group sessions for the introduction of new vehicle models.
- 7.3 Any *Supplier* on the contract will need to train up any individual that is identified by the Employer as a trainer or driver instructor on the operation of any vehicle supplied on the contract at no additional cost to the Employer.
- 7.4 A schedule of all operator and driver training and the cost thereof needs be submitted with the tender submission

## **8. MANUALS**

- 8.1 Vehicle manufacturers must provide an owner's manual and service schedule as a standard at no additional cost with all vehicles.

8.2 Vehicle manufacturers must provide, upon request, and at a cost quoted by the manufacturers at the time of the request, copies of:

- 8.2.1 The appropriate workshop manual, with all subsequent issues of amendments, service bulletins, etc.
- 8.2.2 The relevant spare parts price list with all subsequent amendments
- 8.2.3 The relevant lubrication chart in respect of each model offered.
- 8.2.4 A schedule containing full details of the normal Pre-delivery Inspection/Pre-delivery Service per model.
- 8.2.5 These documents are to be supplied in English, and should be available in electronic and/or printed media.

## **9. TECHNICAL ASSISTANCE**

End user to the contract may require clarity or technical assistance in terms of whether a certain item is covered by the warrantee or not. Each bidder must submit the contact details of dedicated individuals to assist the end user in resolving such matters as an addendum to the bid document.

- 9.1 The bidder will be required to submit the call centre number to be used by any end user for any technical queries.
- 9.2 All *Suppliers* will be required to provide an escalation process, in the event that the call centre and the dedicated individual fails to resolve any technical query within the required time frame.

## **10. SPARE PARTS**

Bidders must take note that should they be successful, they will be compelled to have vehicle components and genuine spare parts locally available for a period as determined by industry standards.

## **11. REQUIRED OPTIONAL EXTRAS AND FITMENTS**

Optional extras not offered on the contract will be for the cost of the end-user and should be dealt with outside this contract.

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## 12. VEHICLE CONVERSIONS

- 12.1 Conversions remains the responsibility of the Supplier. The *Purchaser* requires that all conversions must be done by manufacturer approved converters and the converter are in possession of the relevant Certificate of registration of the manufacturer/importer and that the
- 12.2 The price needs to include both the base price of the vehicle as well as the cost for the conversion in one price. The total price will be used during the evaluation process.
- 12.3 The Original Equipment Manufacture (OEM) needs to have process in place to ensure that all conversions are in line with the required specifications.
- 12.4 The *Purchaser* can refuse to take delivery of a vehicle should the conversion not be according to the specification. In such a case, *Purchaser* will write to the OEM to inform them of the reasons that delivery is not taken.
- 12.5 All documentation that forms part of the complete vehicle delivery will need to be provided by the OEM/converter within 7 days prior to delivery of vehicle or as otherwise agreed to with the *Purchaser*.
- 12.6 The *Purchaser* shall not be responsible to take the vehicle to obtain a COF should the original COF expire during the delivery process of the vehicle.
- 12.7 The *Supplier* will need to ensure that the converter have the required E91 (NRW certificate of Roadworthiness) prior to the vehicle being sent for conversion.
- 12.8 A conversion will only be deemed to be a complete product (vehicle) once the vehicle is released on ENATIS and the following valid and original documentation has been supplied to the *Purchaser*:
  - 12.8.1 Body builders certificate
  - 12.8.2 Weigh bridge certificate, Mass Measuring Certificate (MMC)
  - 12.8.3 Builders Certificate of Compliance from Body Builder in accordance with the National Road Traffic Act, Act no 93 of 1996 as amended.
  - 12.8.4 Road Worthy Certificate
  - 12.8.5 Registration Certificate RCI or first registration document

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- 12.8.6 National Regulator for compulsory Specifications (NRCS) (SABS) print out (E91)NRW certificate of Roadworthiness
- 12.8.7 Quality control certificate/Quality control report. In the event of a conversion, the *Supplier* will ensure that the number of passengers is corrected on the ENATIS system as well as the vehicle description and colour.
- 12.9 In the event that the *Purchaser* requires the registration of a vehicle that was converted and where such registration requires the registration under a specific category, (a fuel tanker being registered for carrying dangerous goods), the *Supplier* shall ensure that the registration is done in the correct category.
- 12.10 Bidders must indicate the delivery period for the base vehicle as well as the additional delivery period applicable in respect of the conversions. The indicated delivery periods may not be exceeded.
- 12.11 All paperwork supplied to the *Purchaser* upon delivery of the vehicle, will need to correspond to the actual vehicle.
- 12.12 Conversions, whether local or fully imported must carry a conversion warrantee, including accessories, design, structure, material and workmanship on material defects should not be less than the vehicle warrantee period. Any warrantee repairs must be done in the province where the vehicle is deployed. If any repairs are to be done outside of the borders of the province, the manufacture will carry the cost for the movement of the vehicle.
- 12.13 Conversion repairs are to be done by the dealership in conjunction with the vehicle *Supplier* to ensure that the vehicle are repaired at the appropriate *Supplier*, such as the converter or other technical *Supplier*.
- 12.14 The bidder needs to provide a quality control report or quality control certificate with regard to the workmanship on conversions.
- 12.15 Road worthy certificates must be delivered with the roadworthy documents, irrespective of being converted or not as well as all requirements for the vehicle in terms of the Road Traffic Act, such



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as conspicuity tape, speed limit sticker, fire extinguisher, seating capacity indicators, emergency exit signs.

### **13. SPECIFICATIONS AND DRAWINGS**

- 13.1 Specifications and drawings of requirements are attached as part of the bid document.
- 13.2 Any deviation from the specifications in respect of conversions must be submitted to the *Purchaser* for prior written approval.
- 13.3 Bidders are required to submit drawings on all conversions and trucks indicating the weight distribution on the axles of the vehicle.
- 13.4 Specification sheets must be completed and submitted with the bid document

### **14. SPECIAL CONDITIONS RELATED TO TRUCKS ONWARDS**

The bidder will be required to submit the full price of the base vehicle and the conversion for each converter as a separate item for all truck submissions there must therefore be separate pricing for each different type of conversion plus the base price for each item subcontracting.

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TRANSNET RESERVE THE RIGHT TO ACCEPT OR REJECT THE USE OF ANY *SUPPLIER* EMPLOYED BY THE SUCCESSFUL TENDERER FOR ANY SPECIFIED WORK. TRANSNET WILL BE THE SOLE JUDGE OF THE ACCEPTABLE LIMITS FOR WORKMANSHIP, INSTALLATION, ETC. AND THE SUCCESSFUL TENDERER SHALL, AT NO ADDITIONAL COST TO TRANSNET, REPLACE ANY *SUB-SUPPLIER* FOR ANY SPECIFIED WORK SHOULD THE SUCCESSFUL TENDERER BE DIRECTED TO DO SO BY TRANSNET AT ANY TIME DURING THE DURATION OF THE CONTRACT.

ACCEPTANCE SIGNATURE OF TENDERER: .....

NAME OF AUTHORISED SIGNATORY: .....

DESIGNATION OF SIGNATORY: .....

DATE: .....

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

### 1. Description of the Site and its surroundings

#### 1.1. General description

- 1.1.1 The location for the Goods delivery and Goods of Service are within the Port of Richards Bay Boundary. The delivery site is the Helipad Facility at Transnet National Ports Authority in Alkanstrand, Richards Bay. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtain for all the Suppliers' personnel at Permit Office located at Sizakala Truck Staging Facility".

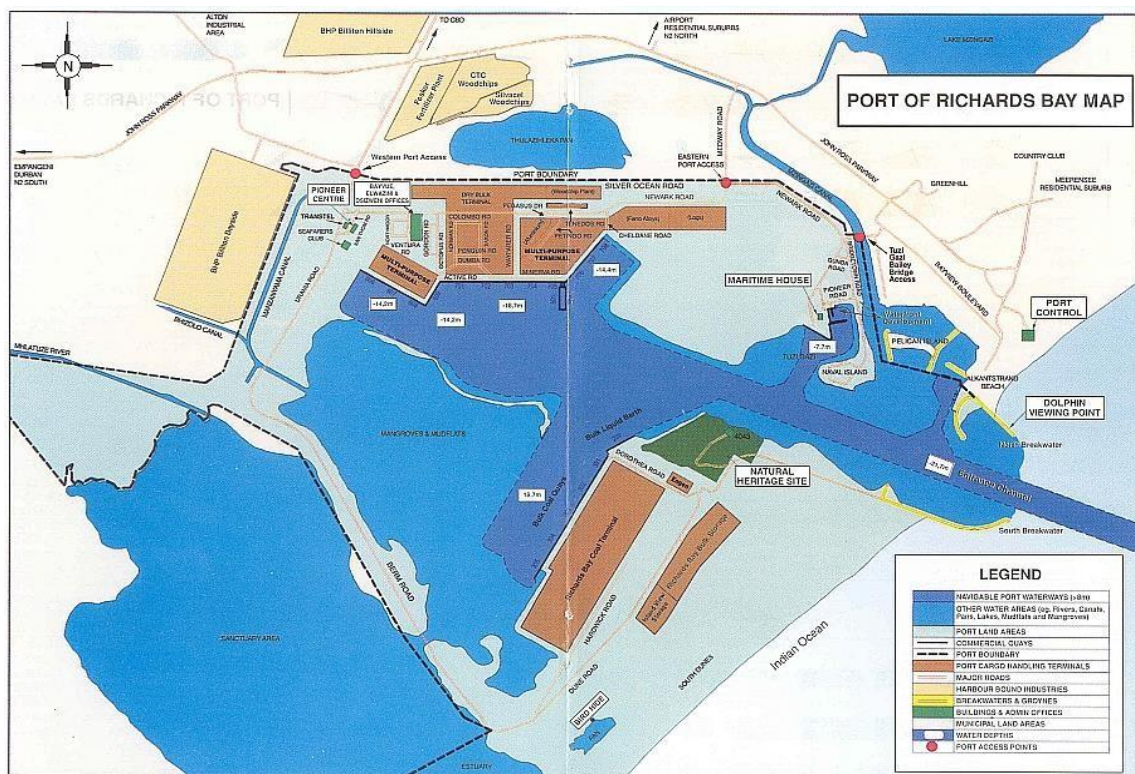


Figure 1: Port of Richards Bay - Port Boundary



Figure 2: Helipad Hangar Facility – TNPA Richards Bay (Alkanstrand)

- 1.1.2 Entry to the Port of Richards Bay (Latitude 28 ° 48' S Longitude 32 ° 02' E) is via securitycontrolled gates on the east and west boundaries of the Port as well as the Helipad Facility in the Alkanstrand region depicted in Figure 2 above. All personnel entering and leaving the Port must have positive identification.
- 1.1.3 There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the Contractor free of charge. Should any person loose his/her access permit these must be replaced at a cost of R 360-00 per person, cost to be incurred by the Supplier. This must also apply if permits are not returned at the end of the project completion.
- 1.1.4 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Health and Safety policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction must be arranged by the Port personnel at no cost to the Supplier. Prior arrangement must be made with the Purchaser.

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

The Goods will be brought to the Port of Richards Bay as a complete product as most of the consumables are off the shelf items.

The BFT will be delivered to the Helipad Hangar Facility at the Port of Richards Bay which consists of a large IRB cladded hangar.

Allowance in schedule must also be made by the Supplier for accommodation of helicopter movement that may occur during delivery of the Goods and Service.

**1.3 Hidden services:**      None

## Annexure A:

- 1.** How to access and register eTenders
- 2.** Practice guide 01 of 2018 - determining the validity of a broad-based black economic empowerment verification certificate
- 3.** Principal controlled insurance
- 4.** Standards Condition of Tenders

# "HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

**NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date**

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c\_1\_signupsignin/oauth2/v2.0/authorize?client



### Sign in with your email address

[Forgot your password?](#)

[Sign in](#)


[Don't have an account? → Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender




[Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.


**VERY IMPORTANT:** Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field  
Then click on Verify code

Verify code    Send new code

.....

Forgot your password?

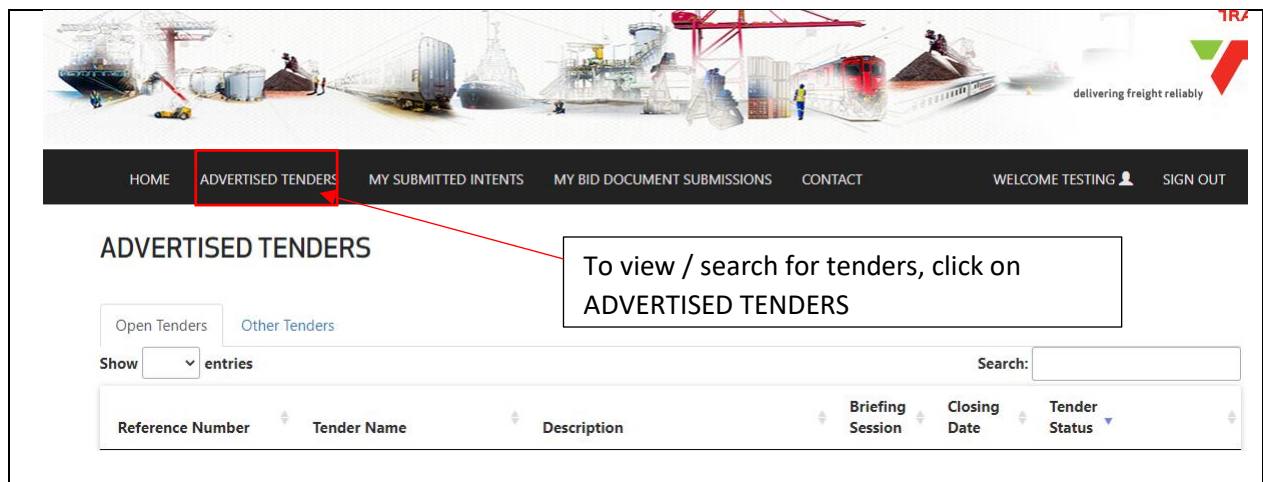
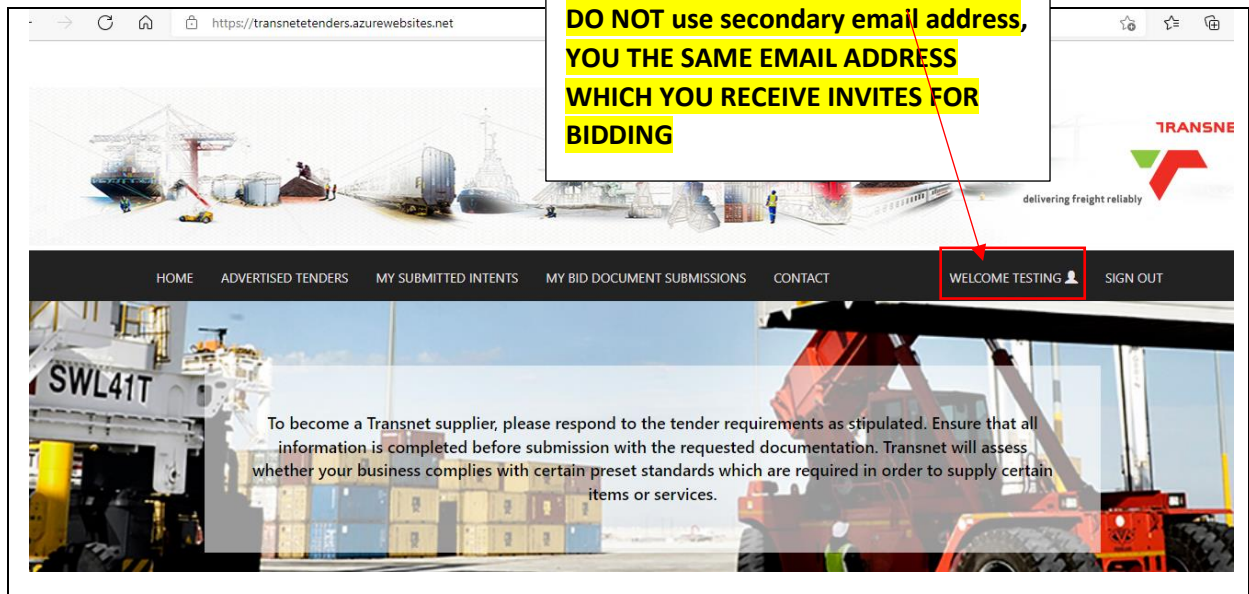
Sign in

Don't have an account? [Sign up now](#)

Then click on Sign in

Once registered and signed in, the home screen will have “WELCOME (Registered user)”

**DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING**



To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender  
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,  
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068  
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM  
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,  
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

**NOTE: The details on this email is intended for guidance only and not to be used on the live system**

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**ADVERTISED TENDERS**

Open Tenders Other Tenders

Show  entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	<a href="#">View Details</a>
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	<a href="#">View Details</a>
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	<a href="#">View Details</a>
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	<a href="#">View Details</a>

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.


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## ADVERTISED TENDERS

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Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	<a href="#">View Details</a>
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	<a href="#">View Details</a>
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	<a href="#">View Details</a>



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## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	<a href="#">View Details</a>

To search for a specific tender, the tender number, tender name or description can be used for searching.

## ADVERTISED TENDERS

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Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	<a href="#">View Details</a>

When the tender has been identified, click on "View Details"

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

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## TENDER DETAILS

Tender Details

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River

**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

**Log An Intent To Bid**

☐

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

Tender Details

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River
<b>Name Of Institution</b>	TE
<b>Tender Category</b>	Goods
<b>Tender Status</b>	Open

**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

**Log An Intent To Bid**

☒

**Submit Intent** **Cancel**

**Tender Details**

**Tender Reference Number**

**Name Of Tender**

**Description**

**Tender Type** RFQ

**Contact Person** Charl du Preez Transnet Engineering SLR

**Contact Person Email Address** Charl.duPreez@transnet.net

**Date Published** 4/7/2022 3:51:47 PM

**Closing Date** 4/13/2022 10:00:00 AM

**Briefing Date And Time**

**Briefing Details**

**Location Of Service**

**Name Of Institution**

**Tender Category**

**Tender Status**

**Intent to Bid**

Your request to log an intent to bid has been successfully submitted.

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

**Briefing Session**

**Closing Date** 4/13/2022 10:00:00 AM


**Attachments**

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

**Log An Intent To Bid**

☒

[Submit Intent](#) [Cancel](#)



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## MY SUBMISSION INTENTS

Show 10 entries

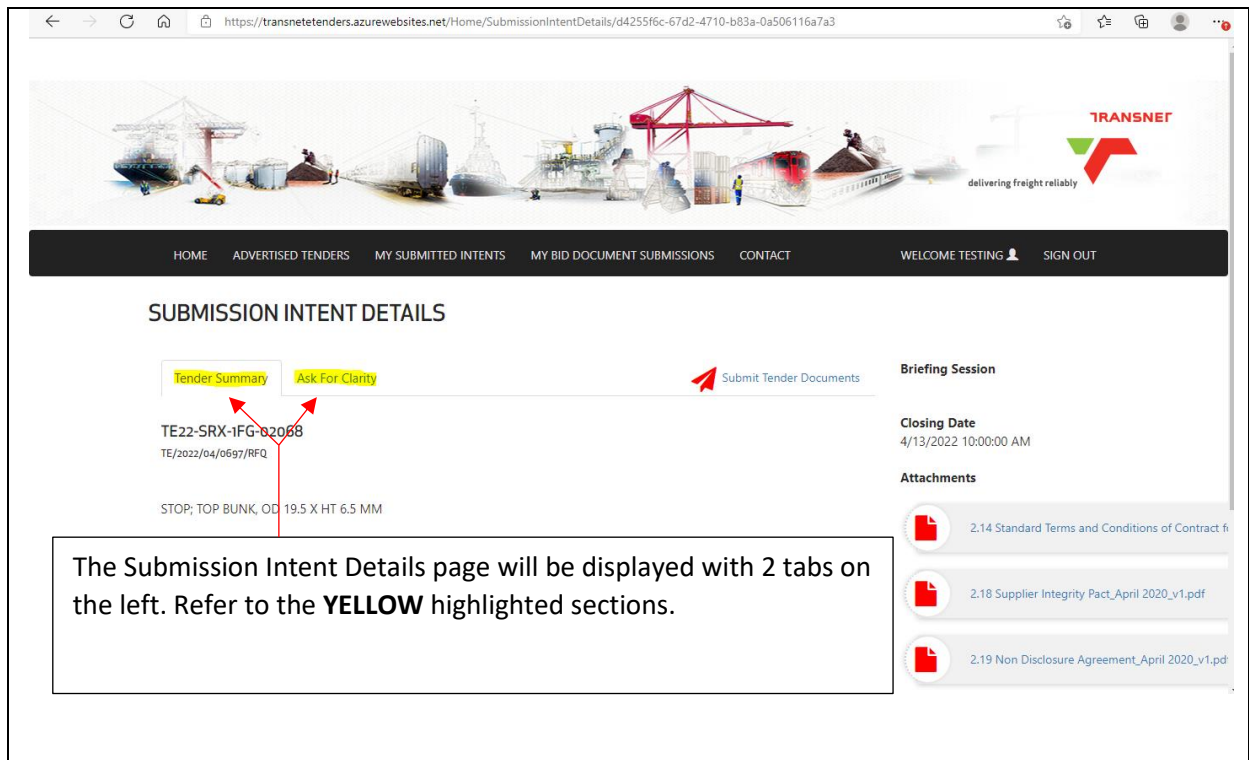
Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	<a href="#" style="background-color: #d32f2f; color: white; padding: 2px 10px; text-decoration: none;">View Details</a>

Showing 1 to 1 of 1 entries

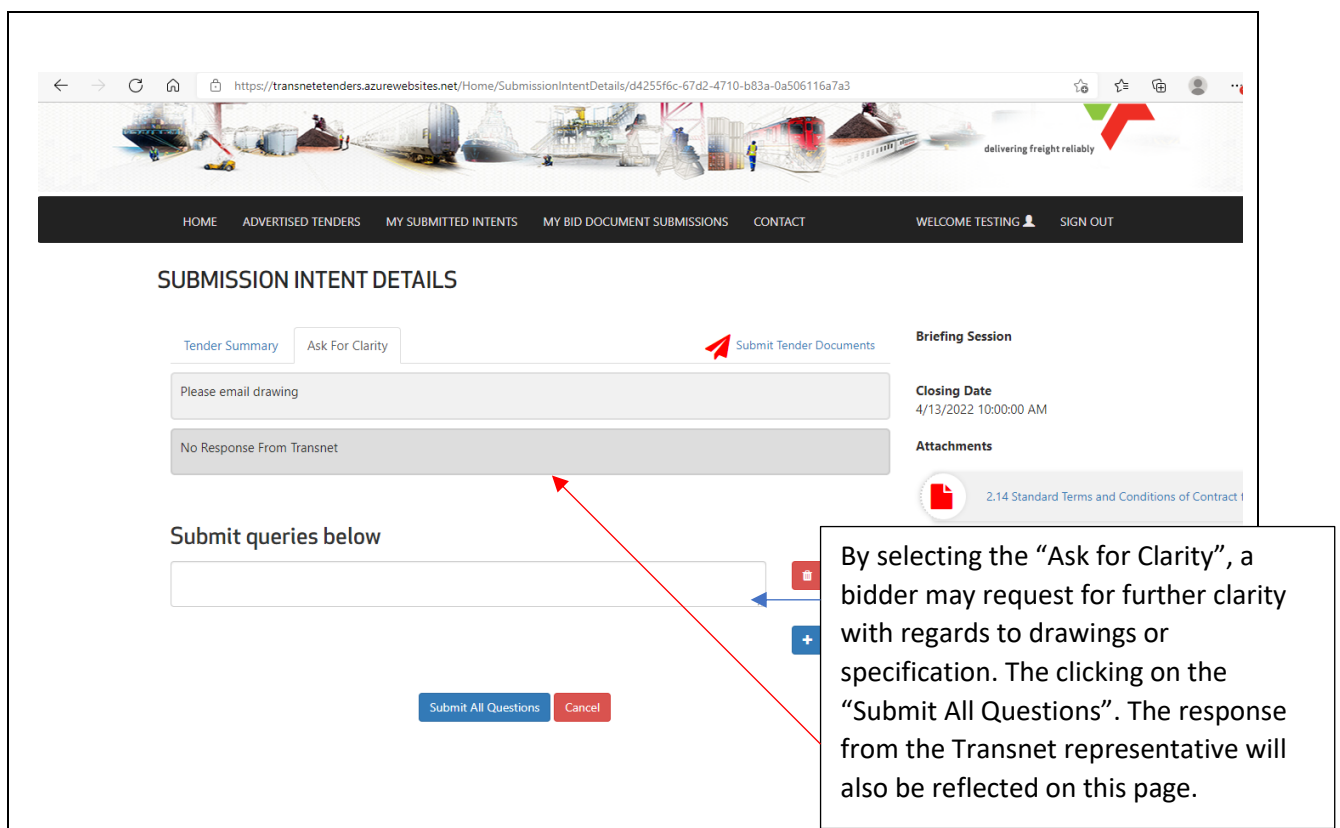
Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



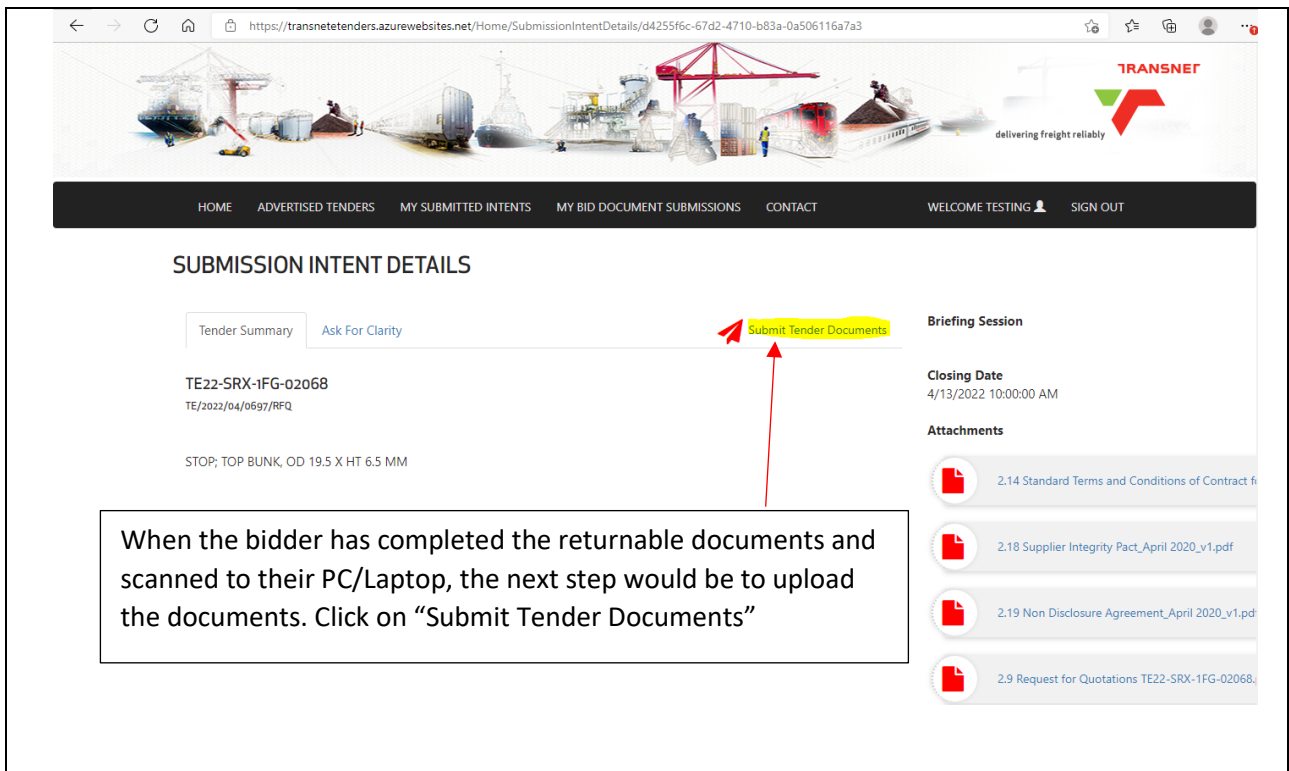


The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



By selecting the “Ask for Clarity”, a bidder may request for further clarity with regards to drawings or specification. The clicking on the “Submit All Questions”. The response from the Transnet representative will also be reflected on this page.





Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068  
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

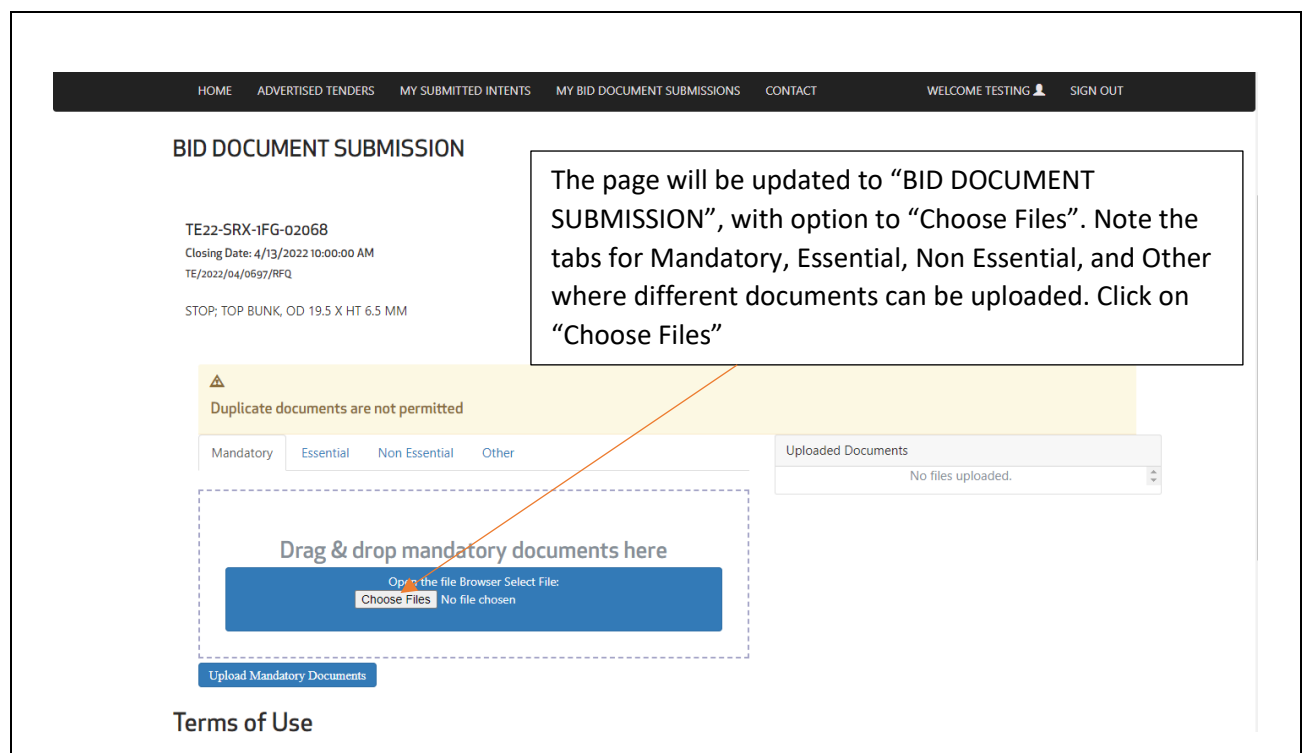
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date  
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents  
No files uploaded.

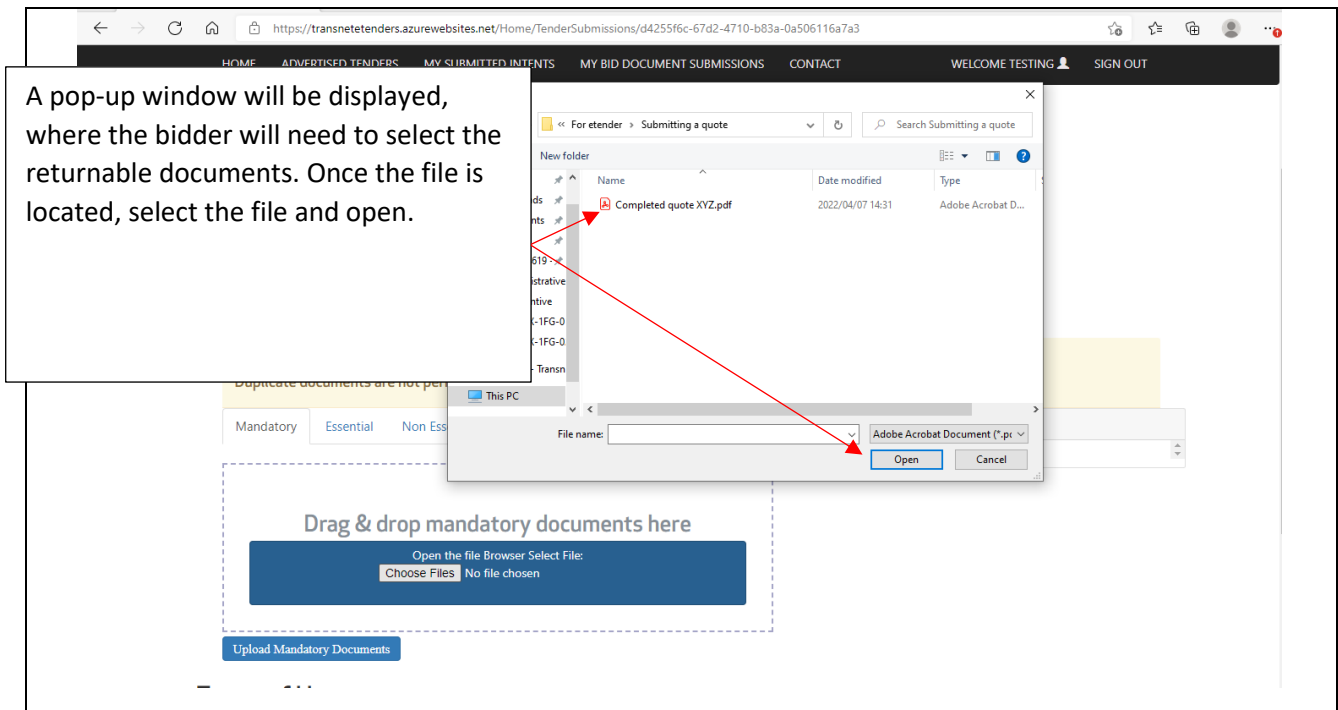
Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



**BID DOCUMENT SUBMISSION**

TE22-SRX-IFG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFQ  
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

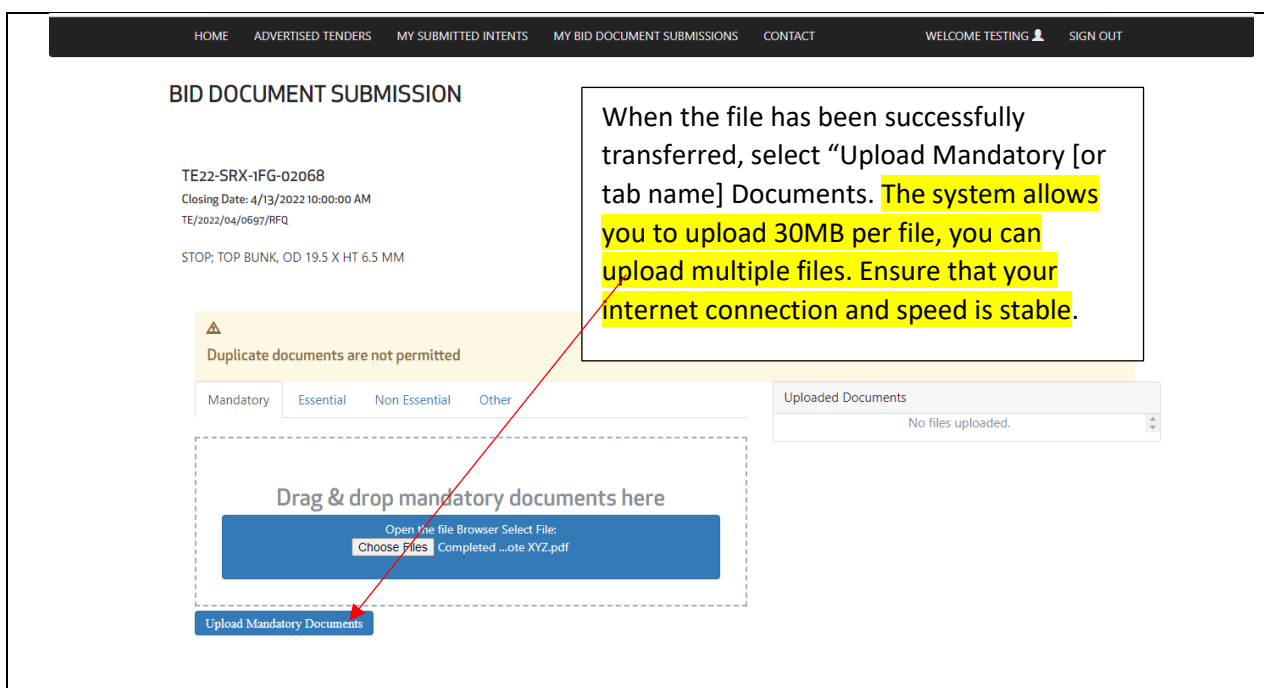
Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents  
No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

→ Submit Bid



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### MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to “MY BID DOCUMENT SUBMISSION”, where the “View Details” can be selected to confirm that all required information is submitted correctly.

## **THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

### **PRACTICE GUIDE 01 of 2018**

#### **DETERMINING THE VALIDITY OF A BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

#### **VERIFICATION CERTIFICATE, B-BBEE CERTIFICATE AND SWORN AFFIDAVIT**

##### **A. Introduction**

1. The Broad Based Black Economic Empowerment Commission ("B-BBEE Commission") is an entity established by the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013 ("the Act"), to oversee the implementation of the Act, which includes provision of explanatory notices, non-binding advisory opinions and clarification services to improve the understanding of the Act.
2. This Practice Guide is issued as a non-binding guide purely to assist with the interpretation to ensure consistency in the application of the Act. Should this Practice Guide not be clearly applicable to your specific set of facts at any given time, you are advised to approach the B-BBEE Commission for a non-binding advisory opinion, which will be more specific to your set of facts.
3. This Practice Guide does not constitute a legal document or a ruling of the B-BBEE Commission on the issue concerned. Further, although this Practice Guide is not binding on the B-BBEE Commission, it does set out the approach that the B-BBEE Commission is likely to take on any matter relating to implementation of B-BBEE including determining the validity of B-BBEE certificates.
4. Section 9 (1) of the Act empowers Minister of Trade and Industry to issue Codes of Good Practice ("the Codes") on broad-based black economic empowerment ("B-BBEE") to promote the purposes of the Act. The Codes as amended are underpinned by the need to drive inclusive economy, and must at all times be interpreted and applied in a manner that is consistent with the objectives and purposes of the Act, and in compliance with the Constitution.

5. B-BBEE is an integrated coherent framework that seeks to advance the economic transformation of South Africa and bring about significant increase in the number of black people that manage, own and control the country's economy. The form in which economic transformation is realised is guided by the B-BBEE Act with the Codes guiding the implementation to achieve the outcome, not to aid measured entities to circumvent the B-BBEE Act.

## **B. Purpose of this practice guide**

6. The B-BBEE Commission has issued a number of letters requiring entities to withdraw their B-BBEE Verification Certificates or sworn affidavits due to invalidity or incomplete information provided or fraudulent conduct by either the measured entities or issuing officers/verifiers. Thus, the purpose of this practice guide is to set out the approach the B-BBEE Commission is likely to take on matters relating to determining the validity of B-BBEE certificates for consistency
7. The five elements of B-BBEE adopted in the Codes each have a specific purpose and together provide an integrated intervention to empower black people as envisaged in the B-BBEE Act. Further, the B-BBEE Act allows for B-BBEE verification, which is a measure used to determine compliance with the B-BBEE Act, and results in the issuing of a B-BBEE Certificate.
8. A B-BBEE Verification Certificate, a sworn affidavit and a B-BBEE Certificate issued by the Companies and Intellectual Property Commission (CIPC) is evidence of a measured entity's compliance with the B-BBEE Act over a particular period. Such compliance is based on B-BBEE related information of a measured entity in line with the applicable Codes as per Section 9 (1) of the B-BBEE Act.
9. It is illegal for a measured entity to trade with an invalid/inconclusive or incorrect B-BBEE Verification Certificate. The procurement spend as a result of such an invalid document cannot be recognised during B-BBEE measurement, therefore, it is critical to determine the validity of B-BBEE certificates measured entities present in order to access an economic opportunity.

## **C. Determining validity of a sworn affidavit for B-BBEE compliance**

10. The legal dictionary (<https://legal-dictionary.thefreedictionary.com/Affadavit>) defines a sworn affidavit as a written statement of facts voluntarily made by a person under an oath or affirmation administered by a person authorized to do so by law.
11. In terms of the Codes, Exempted Micro-Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE compliance status. Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities.
12. The Department of Trade and Industry (**the dti**) has designed affidavit templates and qualifying measured entities must use these templates, which can be accessed on **the dti** website through the following URL [http://www.thedti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.thedti.gov.za/economic_empowerment/bee_codes.jsp). It is acceptable to use the templates on the letterhead of the measured entity.

13. The only time an EME can be verified by a South African National Accreditation System (SANAS) accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done using the QSE Scorecard.
14. The exception to this is only in the Transport Sector where EMEs have a choice of obtaining accounting officer letter or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency because the Transport Sector Code has not been aligned to the amended generic Codes. Also, start-ups that are EMEs but wish to tender for contracts of R10 million in value or above must be verified using the QSE scorecard, and for tenders of R50 million and above must be verified using the generic scorecard.
15. Further, the Construction Sector Code, provides for EMEs whose annual turnover is R1.8 million for Built Environment Professionals and R3 million for contractors or less to obtain automatic recognition levels and these do not require to undergo verification except in instances where they elect to enhance their B-BBEE status levels. In those circumstances there is a requirement for these EMEs to contribute towards empowerment by complying with the 40% sub-minimum on skills development element and in ensuring compliance with the skills development element, these EMEs are required to be verified by a SANAS accredited verification professional or agency.
16. Furthermore, the Financial Services Sector Code, has granted an option to 51% and 100% black owned QSEs to undergo a verification process from a SANAS accredited verification professional or agency instead of a sworn affidavit. However, for consistent application, EMEs in the Financial Services Sector should only obtain a sworn affidavit, and not a B-BBEE Verification Certificate as there is nothing to verify.
17. The following pointers are key in determining the validity of a sworn affidavit:
  - a) Name/s of deponent as they appear in the identity document and the identity number.
  - b) Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit
  - c) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
  - d) Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
  - e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management account.
  - f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue.
  - g) B-BBEE Status level. An enterprise can only have one status level.
  - h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
  - i) Date deponent signed and date of Commissioner of Oath must be the same.
  - j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

#### **D. B-BBEE Certificate issued by the Companies and Intellectual Property Commission**

18. **the dti** through government Gazette Number 38765 published on 6 May 2015, mandated CIPC to issue B-BBEE certificates for EMEs and start-up enterprises, in its efforts to reduce cost of business for small businesses. A certificate issued by CIPC has the same status as a sworn affidavit.
19. Subsequently, CIPC issued a Customer Notice indicating that B-BBEE certificates can be applied for via e-services on the CIPC website ([www.cipc.co.za](http://www.cipc.co.za)), at CIPC Self Services Terminals when registering or filing Annual Returns.
20. The following conditions apply when an enterprise uses the CIPC services for obtaining a B-BBEE certificate:
  - a) Only directors of a company or members of close corporations can apply for a B-BBEE certificate;
  - b) Only companies and close corporations with a turnover of less than R10 million can apply via CIPC;
  - c) The enterprise's status must be "In Business";
  - d) All Annual Return filings for the relevant company or close corporation need to be up to date;
  - e) Application for a B-BBEE certificate can be done at any time (not only when registering a company or filing returns), provided that an application for the certificate which is still valid, was not done already.
  - f) Applicant must agree to the B-BBEE terms and conditions; and
  - g) A director or member amendment must be filed if the director or member's email address or telephone is not correct or up to date.
21. A CIPC certificate can be submitted to the B-BBEE Commission for attention of Mr. Madidimalo Ramare at [MRamare@beecommission.gov.za](mailto:MRamare@beecommission.gov.za) to confirm if it was generated from the CIPC system. However, on face value, the following information must appear on the certificate:
  - a) Name of enterprise, registration number and business address.
  - b) Date of issue and expiry adding to twelve months (e.g 9 June 2018 to 8 June 2019) must be indicated.
  - c) Percentage of total black ownership, black female ownership and total white ownership.
  - d) Certificate number.
  - e) Barcode with tracking number.
  - f) Barcode with enterprise number.
  - g) B-BBEE Status and procurement recognition level.
  - h) **the dti** logo on the top left corner, and CIPC logo on the top right corner.
  - i) CIPC watermark.

#### **E. Determining validity of a B-BBEE Verification Certificate for B-BBEE compliance**

22. An entity that qualifies in terms of the B-BBEE Act to undergo a B-BBEE verification process, can only do so with a verification professional or agency that has been accredited by SANAS or a B-BBEE Verification Professional Regular that may be appointed by the Minister of Trade and Industry.

23. Verification means the process and activities conducted by a verification professional or agency to assess, verify and validate that the score awarded to a measured entity is a result of individual scorecard elements supplied by a measured entity, and to evaluate B-BBEE transactions in order to provide an indicative B-BBEE score and certification based on the principles of B-BBEE as per the Codes.
24. A B-BBEE verification process is important in assuring parties that rely on the score achieved by the measured entity and reflected on their B-BBEE Verification Certificate (refers to the B-BBEE Verification Certificate issued by the verification professional or agency which reflects the overall B-BBEE Status of a measured entity and scoring allocated for each scorecard element verified in respect of the measured entity) that the information on which the certificate was issued is acceptable, and has been independently verified, and is free from misstatements.
25. Therefore, the role of a verifier is to assess, verify and validate both disclosed and undisclosed B-BBEE related information of the measured entity. The verification thereof should be based on the principles contained in the B-BBEE Act and relevant Codes, by applying the verification methodologies outlined in the Framework for accreditation and verification by all verification agencies (also known as the verification manual) as well as the Accreditation of B-BBEE Verification Agencies document issued by SANAS (also referred to as the R47-02). Important to note that a verifier, is not to provide clarity or opinion on interpretation of any B-BBEE matter, such clarity must be sought from the B-BBEE Commission using the contact details mentioned below.
26. A B-BBEE Verification Certificate shall identify the following information:
- a) Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
  - b) Value-Add Tax number, where applicable.
  - c) The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
  - d) B-BBEE status with corresponding procurement recognition level.
  - e) The relevant Codes used to issue the B-BBEE Verification Certificate.
  - f) Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
  - g) Financial period which was used to issue the B-BBEE Verification Certificate.



- h) Unique identification number of the B-BBEE verification professional or agency (e.g. BVA...).
- i) Name and logo/mark of the B-BBEE verification professional or agency.
- j) A B-BBEE Verification Certificate must be signed by the technical signatory at the bottom with full name and surname. The details of the technical signatory can be checked from the SANAS website [www.sanas.co.za](http://www.sanas.co.za). No other person is allowed to sign the B-BBEE Verification Certificate apart from the technical signatory.
- k) The SANAS logo on the B-BBEE Verification Certificate.

27. The recipient or user of a B-BBEE Verification Certificate can contact any of the accredited verification professionals or agency that is said to have issued the B-BBEE Verification Certificate, to request confirmation on the issuance of B-BBEE Verification Certificate. The recipient or user is also advised to use the SANAS website to verify the accreditation status, accreditation period and scope of accreditation for the verification professional or agency. The SANAS website also has a list of all verification professionals or agencies whose accreditation status has been withdrawn, or suspended, because a verification professional or agency cannot issue a B-BBEE Verification Certificate if the accreditation status has expired, withdrawn or suspended.
28. The recipient or user of the B-BBEE Verification Certificate, sworn affidavit or B-BBEE Certificate issued by CIPC is also allowed as part of its due diligence processes, to request any relevant additional information or documents from the measured entity in order to validate the credibility of the information recorded on the B-BBEE Verification Certificate, sworn affidavit or CIPC B-BBEE Certificate.

#### **F. Penalties as per the B-BBEE Act**

29. Trading with an invalid or fraudulent B-BBEE Verification Certificate may constitute an offence in terms of Section 13O (1) (a) of the B-BBEE Act, which states that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the broad-based black economic empowerment status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of Section 13J of the B-BBEE Act. In addition, Section 13A of the B-BBEE Act has empowered organs of state and public entities to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its broad-based black economic empowerment status.
30. If an entity is found to have violated the B-BBEE Act, an entity could be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and / or fined. Specifically, an

offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

31. In terms of section 13O (2) a verification professional, procurement officer or any official of an organ of state or public entity who becomes aware of the commission of, or attempt to commit, any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.
32. This Practice Guide is issued as a guide purely to assist with the interpretation and testing the validity of a B-BBEE sworn affidavit/CIPC B-BBEE certificate as well as a B-BBEE Verification Certificate issued by an accredited verification professional or agency, and does not constitute a legal document or ruling of the B-BBEE Commission.
33. This Practice Guide may be updated anytime by the B-BBEE Commission if there are any material changes arising from developments in the application of the B-BBEE Act. In such an instance, an amended version will be published to replace this one.
34. For any queries or further clarity on this Practice Guide, kindly feel free to contact us at the following contact details:

B-BBEE Commission  
Private Bag X31  
Pretoria  
0001  
Telephone: +27 12 649 0910  
Email: [info@beecommission.gov.za](mailto:info@beecommission.gov.za)

Issued by the B-BBEE Commission

3 September 2018

**To Whom It May Concern,**

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2022 to 31 March 2023 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement;

transporters and persons providing a storage facility, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:** any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :** All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

### Definitions

1. "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
  - (a) Works below ground level; and
  - (b) Tunnelling machinery below ground level; and
  - (c) A tunnelling crew operating the machinery below ground level;
  - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

**Main Policy Exclusions :**

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Communicable diseases

**Deductibles:**

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000

R500,000,001 to R1,000,000,000      R150,000      R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

## **PUBLIC LIABILITY**

Cover Provided : Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works;**

- a) which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft; and
- f) being Off-shore contracts

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected

directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

**Policy Limits:**

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and R150 000 Removal of Support.

**Main Policy Exclusions :**

The policy does not cover:

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

**PROFESSIONAL INDEMNITY**



**Professional Indemnity**

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132337

Jurisdiction : Worldwide excluding North America

Insured Contracts: All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works:**

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft.
- f) Being Off-shore contracts

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity: Professional Indemnity - \*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension  
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Deductibles:**

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

**Policy Special Conditions :**

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

**Policy Main Exclusions:**

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.



- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Dennis Govender

Chief Broking Officer

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.



#### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.



### **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

### **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**C.3 The employer's undertakings****C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

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Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.