

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY.

TRANSNET PORT TERMINALS

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINALS FOR AS A ONCE-OFF PROJECT SUPPLY.

RFP NUMBER	: iCLM DB 752/TPT
ISSUE DATE	: 26 MAY 2023
CLOSING DATE	: 19 JUNE 2023
CLOSING TIME	: 12H00 PM
TENDER VALIDITY PERIOD	: 180 days from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINALS FOR AS A ONCE-OFF PROJECT SUPPLY.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

CLOSING DATE	12:00pm on 19 June 2023 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.
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2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;



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- 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 advised 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:



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- 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 T2.2-12], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:



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- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number..... and Unique registration reference number.....

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



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T1.2 TENDER DATA

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

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

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

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

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



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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:	
	Name:	Mandlakayise Gumede
	Address:	DCT Pier 2, Admin Building, Bayhead Road
	Tel No.	031 361 6473
	E – mail	Mandlakayise.gumede@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p>1. Stage One - Compliance to Technical Eligibility Criteria: <i>Any tenderer that fails to meet the stipulated compliance to technical eligibility criteria will be regarded as an unacceptable tender. (Refer to Returnable Schedule T2.2-01)</i></p>	
	<p>2. Stage Two - 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 75 points.</p> <p>The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion is as stated in Returnable Evaluation Schedules:</p> <p>T2.2-02 Technical and Operational Evaluation Schedule: Guarantees on Structure, in Years</p> <p>T2.2-02 Technical and Operational Evaluation Schedule: Guarantees on Components</p> <p>T2.2-03 Technical and Operational Evaluation Schedule: Telescopic Motion: Duration to Telescope from 20' – 40' Container Mode</p> <p>T2.2-03 Technical and Operational Evaluation Schedule: Flipper Arm Speed: Duration for Flipper to Move from Fully Up to Fully Down</p> <p>T2.2-03 Technical and Operational Evaluation Schedule: Twist lock rotation through 90 degrees (90°)</p> <p>T2.2-04 Lead Time Evaluation Schedule: Lead Time from Contract Award to Commissioning & Handover (End of Endurance Testing) of Spreaders</p>	



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T2.2-05 Track Record Evaluation Schedule: Number of Ship to Shore Telescoping Spreaders with a Lifting Capacity of 40 Ton (Single Lift) and / or 65 Ton (Twin Lift), Delivered by the Agent or OEM over the last 5 Years

Any tenderer that fails to meet the stipulated minimum qualifying score functionality criteria will be regarded as an unacceptable tender.

C.2.12 No alternative tender offers will be considered.

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

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

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: Mandlakayise Gumede

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 **19 June 2023**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **180 business days i.e., 01 March 2024** 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.



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

C.3.11. Only qualifying tenders will be evaluated further in accordance with the 80/20 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.

C.3.13 Tender offers will only be accepted if:

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



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but are not limited to the outcome of a due diligence exercise to be conducted.
The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



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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: Compliance to Technical Eligibility Criteria

2.1.2 Stage Two: these schedules will be utilised for evaluation purposes:

T2.2-02 Technical and Operational Evaluation Schedule: Guarantees on Structure, in Years

T2.2-02 Technical and Operational Evaluation Schedule: Guarantees on Components

T2.2-03 Technical and Operational Evaluation Schedule: Telescopic Motion: Duration to Telescope from 20' – 40' Container Mode

T2.2-03 Technical and Operational Evaluation Schedule: Flipper Arm Speed: Duration for Flipper to Move from Fully Up to Fully Down

T2.2-03 Technical and Operational Evaluation Schedule: Twist lock rotation through 90 degrees (90°)

T2.2-04 Lead Time Evaluation Schedule: Lead Time from Contract Award to Commissioning & Handover (End of Endurance Testing) of Spreaders

T2.2-05 Track Record Evaluation Schedule: Number of Ship to Shore Telescoping Spreaders with a Lifting Capacity of 40 Ton (Single Lift) and / or 65 Ton (Twin Lift), Delivered by the Agent or OEM over the last 5 Years

2.1.3 Returnable Schedules:

General:

T2.2-06 Recommended and Critical Spares List

T2.2-07 Site Establishment Requirements

T2.2-08 Authority to submit tender

T2.2-09 Record of addenda to tender documents

Agreement and Commitment by Tenderer:

T2.2-10 Non-Disclosure Agreement

T2.2-11 RFP Declaration Form

T2.2-12 RFP – Breach of Law

T2.2-13 Certificate of Acquaintance with Tender Document

T2.2-14 Supplier Integrity Pact

T2.2-15 Supplier Code of Conduct



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T2.2-16 Protection of Personal Information Act, 4 of 2013 ("POPIA")

Bonds/Guarantees/Financial/Insurance:

T2.2-17 Form of Intent to provide a Performance Guarantee

T2.2-18 Three (3) years audited financial statements

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

2.3 C1.2 Contract Data

2.5 C1.3 Forms of Securities

2.6 C2.1 Pricing Instructions

2.7 C2.2 Price Schedule

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DESCRIPTION OF WORKSMANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 2 AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE DURBAN CONTAINER TERMINALS, AS A ONCE OFF SUPPLY.

iCLM DB 752/TPT	Compliance to Eligibility Criteria	Tender Schedule: T2.2-01
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Tenderers are to list in this schedule compliance to the Eligibility Criteria for the 5 x Twin-lift Spreaders for Pier 2 and 3 x Single-lift Spreaders for Pier 1.
In as far as possible Tenderers are to provide brochures, specifications, etc. to substantiate their compliance to the eligibility criteria. The Tenderer's sign-off at the bottom of the returnable is deemed as confirmation that the Tenderer commits that they will comply to the listed eligibility criteria.
Tenderers to note that they need to comply with all the below eligibility criteria to proceed further with the evaluation process.

Eligibility Criteria	Comply (Yes/No)
1. The twin lift and single lift spreaders to be supplied shall be compatible with the Liebherr Ship to Shore Container Gantry Cranes at Pier 2 and Pier 1 Container Terminals respectively, and there will be no alterations required on the cranes, including the communication system and controls on the cranes.	
2. The Twin Lift Spreaders shall be capable of twin lift of two 20' containers of 32.5 tonnes each, and single lift of one 20' container or one 40' container of 40 tonnes. The Single lift spreader shall be capable of single lift of one 20' container or one 40' container of 40 tonnes.	
3. The Twin Lift Spreaders shall be Twin Lift Hydraulic Telescopic Spreaders of capacity of 65 tonnes Continuous Safe Working Load. The Single Lift Spreaders shall be Single Lift Hydraulic Telescopic Spreaders of capacity of 40 tonnes Continuous Safe Working Load.	
4. The Twin Lift Spreaders shall comprise of 8 Twist Locks with at least 10 tonnes Continuous Safe Working Load per twistlock. The Single Lift Spreaders shall comprise of 4 Twist Locks with at least 10 tonnes Continuous Safe Working Load per twistlock.	
5. Twin lift spreaders, when in twin-lift mode, to be able to adjust the gap between two 20' containers up to at least 1300 mm.	
6. Twin lift spreaders to have a detection system for preventing the handling of two 20' containers when the spreaders are in the 40' mode.	
7. The Spreaders (Twin Lift and Single Lift) shall utilize a 2-wire communication protocol to communicate with the STS cranes.	
8. Corrosion protection system to comprise of at least 3 coats of paint, i.e., a primer, intermediate and final coat, with an overall dry film thickness of at least 250 microns.	

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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iCLM DB 752/TPT	Guarantees and Warranties	Tender Schedule: T2.2-02
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The extent of guarantees and warranties that can be offered by the Tenderer on twist locks, hydraulic components, electrical/controls, structure and corrosion protection plays an important role for the Employer.

Tenderers to note that, to score maximum points, the preferred guarantees and warranties for the structure is 8 years (96 months), and for spreader components, including twist locks, hydraulic components, and electrical/controls, is 2 years (24 months). Transnet reserves the right to negotiate more favorable guarantees and warranties.

The Tenderer is required to indicate on the schedule what warranty period is offered for each of the items listed for the 5 x Twin-lift Spreaders and 3 x Single-lift Spreaders for DCT, as well as much detail as possible on the extent of the guarantee.

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

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

Item: Components	Guarantees and Warranties (months)	Description of Guarantee
Structure		
Twist locks		
Hydraulic Components		
Electrical/controls		
Corrosion Protection		

Details of Technical Support after completion:

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

TRANSNET PORT TERMINALS

TENDER NUMBER ICLM DB 752/TPT

DESCRIPTION OF WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 2 AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE DURBAN CONTAINER TERMINALS, AS A ONCE OFF SUPPLY

Lead time for on-site Technical Support: _____ hours

Other Value Adding Elements

- 1.
- 2.
- 3.
- 4.
- 5.

The scoring of the Guarantees will be as follows:

Score (%)	Guarantees on Structure of the Spreaders (Maximum Score of 10 Points)
100	Guarantee on structure > or = 8 years = 100% of 10 points
80	Guarantee on structure > or = 6 years but less < 8 years = 80% of 10 points
60	Guarantee on structure > or = 4 years but less < 6 years = 60% of 10 points
40	Guarantee on structure > or = 3 years but less < 4 years = 40% of 10 points
20	Guarantee on structure > or = 2 years but less < 3 years = 20% of 10 points
0	Guarantee on structure < 2 years = 0 % of 10 points

Score (%)	Guarantees on Spreader's hydraulic components, twist locks and electrical/controls (Maximum Score of 10 Points)
100	For all three components having a guarantee of > or = 2 years, then 100% of 10 points.
80	For guarantee > or = 2 years on 2 components, and at least > or = 1 year for one component, then 80% of 10 points.
60	For guarantee > or = 2 years on 1 component, and at least > or = 1 year for two components, then 60% of 10 points.
40	For guarantee > or = 1 years on all three components then 40% of 10 points.
0	For components having a guarantee of < 1 year or less than prescribed above, then 0% of 10 points.

TRANSNET PORT TERMINALS

TENDER NUMBER ICLM DB 752/TPT

DESCRIPTION OF WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 2 AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE DURBAN CONTAINER TERMINALS, AS A ONCE OFF SUPPLY

Signed

Date

Name

Position

Tenderer

ICLM DB 752/TPT	Flipper Rotation and Telescopic Speed	Tender Schedule: T2.2-03
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The flipper rotation time, from fully up position to fully down position, that can be offered by the Tenderer on flippers rotation will play an important role in the evaluation of the tenders. A flipper rotation speed of 7 seconds or less will score maximum points.

The spreader telescope time from 20' to 40' foot mode that can be offered by the Tenderer on spreader telescope speed will play an important role in the evaluation of the tenders. A spreader telescope speed from 20' to 40' foot mode of 38 seconds or less will score maximum points.

The twist lock rotation time, for the twist locks to rotate through 90 degrees (90°) will play an important role in the evaluation of the tenders. A twist lock rotation speed of 2 seconds or less will score maximum points.

The Tenderer is required to indicate on the schedule what cycle time is offered for each of the items listed for the Twin-lift Spreaders and Single-lift Spreaders for DCT, as well as much detail as possible on the flipper rotation and spreader telescope speed.

Item	Timing in seconds	Details/Description
Flipper's rotation (from fully up to fully down position)		
Spreader telescope from 20' to 40' foot mode		
Twist lock rotation through 90°		

The scoring of the flipper rotation, spreader telescoping, and twist lock rotation speeds will be as follows:

Score (%)	Flipper Arm Speed: Duration for Flipper to move from fully up to fully down [Duration for flipper from up to down in seconds]: (Maximum score of 5 Points)
100	Flipper movement from fully up to down in equal or less than 7 seconds is 100% of 5 points.
80	Flipper movement from fully up to down in < or = 8 but > than 7 seconds is 80% of 5 points.
60	Flipper movement from fully up to down in < or = 9 but > than 8 seconds is 60% of 5 points.
40	Flipper movement from fully up to down in < or = 10 but > than 9 seconds is 40% of 5 points.
20	Flipper movement from fully up to down in < or = 11 but > than 10 seconds is 20% of 5 points.
0	Flipper movement from fully up to down in > than 11 seconds is 0% of 5 points.



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

Score (%)	Telescopic motion: Duration to telescope from 20' – 40' container mode [Duration to telescope from 20' to 40' in seconds]: (Maximum score of 10 Points)
100	Telescopic motion from 20' – 40' mode in equal or less than 38 seconds is 100% of 10 points.
80	Telescopic motion from 20' – 40' mode in < or = 40 but > than 38 seconds is 80% of 10 points.
60	Telescopic motion from 20' – 40' mode in < or = 42 but > than 40 seconds is 60% of 10 points.
40	Telescopic motion from 20' – 40' mode in < or = 44 but > than 42 seconds is 40% of 10 points.
20	Telescopic motion from 20' – 40' mode in < or = 46 but > than 44 seconds is 20% of 10 points.
0	Telescopic motion from 20' – 40' mode in > than 46 seconds is 0% of 10 points.

Score (%)	Twist lock rotation through 90 degrees (90°) [Duration to Twist lock to rotate 90 degrees in seconds]: (Maximum score of 5 Points)
100	Twist lock rotation through 90 degrees in equal or less than 2 seconds is 100% of 5 points.
80	Twist lock rotation through 90 degrees in < or = 3 but > than 2 seconds is 80% of 5 points.
60	Twist lock rotation through 90 degrees in < or = 3,5 but > than 3 seconds is 60% of points.
40	Twist lock rotation through 90 degrees in < or = 4 but > than 3,5 seconds is 40% of points.
20	Twist lock rotation through 90 degrees in < or = 4,5 but > than 4 seconds is 20% of points.
0	Telescopic motion from 20' to 45' in > 4,5 seconds = 0 % of 5 points.

Signed

Date

Name

Position

Tenderer

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

ICLM DB 752/TPT	Delivery Lead Time	Tender Schedule: T2.2-04
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The Tenderer must submit a holistic programme for the delivery of the 5 x Twin-lift spreaders and One (1) Spreader Test Panel for Pier 2 and 3 x Single-lift Spreaders and One (1) Spreader Test Panel for Pier 1, showing the duration and location of each major related activity e.g., manufacture, assembly, testing of each complete Spreader, cold commissioning, shipping, site delivery, final testing, commissioning and endurance test.

Transnet's preferred delivery period for the spreaders is less than 7 months. Transnet reserves the right to negotiate more favorable delivery lead times.

The programme must be in the form of a Gantt or Bar chart, clearly indicating key dates for progress measurements and/or payments due. Programme to clearly indicate staggered delivery (if applicable).

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

Activity	Duration (months)
1. Order placement to shipping date	_____
2. Order placement to site delivery	_____
3. Order placement to hand over (endurance test complete)	_____

Score (%)	Lead time from contract award to commissioning & handover (end of endurance testing) of spreaders [Lead Time in months]: (Maximum score of 30 Points)
100	< or = 7 months = 100 % of 30 points
80	> 7 months & < or = 7,5 months = 80 % of 30 points
60	> 7,5 months & < or = 8 months = 60 % of 30 points
40	> 8 months & < or = 9 months = 40 % of 30 points
20	> 9 months & < or = 10 months = 20 % of 30 points
0	> 10 months = 0 % of 30 points

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

Signed

Date

Name

Position

Tenderer:

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY.

iCLM DB 752/TPT	Track Record	Tender Schedule: T2.2-05
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Tenderers are required to demonstrate their (or their OEM's) experience in the supply of Twin-lift Spreaders and / or Single-lift spreaders with a lifting capacity of at least 40 ton (Single Lift) or 65 ton (Twin Lift), delivered by the agent or OEM, **over the last 5 years**, and to this end shall supply a sufficient detailed **comprehensive** reference list with Twin-lift and Single-lift spreaders details and contact details of existing customers. TPT may contact references to confirm track record. Note, only the experience in the supply of Twin-lift of at least 65-ton capacity and Single-lift Spreaders of at least 40-ton capacity will be considered for evaluation purposes.

#	Name of Previous Customer	Contact Details	Single or Twin lift	Capacity (tonnes)	No. of Units	Year
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY.

Additional lines / sheets to be added as required.

The scoring of the Track Record will be as follows:

Score (%)	Track Record: Number of Ship to Shore telescoping spreaders with a lifting capacity of 40 ton (Single Lift) and / or 65 ton (Twin Lift), delivered by the Agent or OEM over the last 5 years [Number of units delivered]: (Maximum score of 30 Points)
100	> or = 100 units score 100 % of 30 points.
80	> or = 80 but < 100 units scores 80 % of 30 points.
60	> or = 60 but < 80 units scores 60 % of 30 points.
40	> or = 40 but < 60 units score 40 % of 30 points.
20	> or = 20 but < 40 units score 20 % of 30 points.
0	< 20 units score 0 % of 30 points.

Signed

Date

Name

Position

Tenderer _____



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

iCLM DB 752/TPT	Recommended Critical Spares	Tender Schedule: T2.2-06
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Note to Tenderer:

Tenderers are to complete this schedule with regards to recommended critical spares required to support the 5-x twin-lift spreaders and 3 x single lift Spreaders for the first five years of operation.

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

Prices to be fixed for a period of 12 months.

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
Etc.					

Additional lines / sheets to be added as required.

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY.

ICLM DB 752/TPT	Site Establishment Requirements	Tender Schedule: T.2.2-07
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It is assumed that Spreaders will be delivered to site completely assembled. If this is not the case, Tenderers are to indicate their site establishment requirements for the supply / assembly of the equipment, including the following:

- Erection site area required (m²).
- Site lay-down area required (m²) and preferred proximity to the erection site.
- Estimated electricity usage per week including average usage and peak demand.
- Estimated water consumption per week including average usage and peak demand.
- Special requirements on site e.g., hard standing or concrete beams, access etc.

Signed

Date

Name

Position

Tenderer _____

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

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

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

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:

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



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ('TPT') AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

T2.2-10 NON-DISCLOSURE AGREEMENT

[March 2023]

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

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

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

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.

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

-
- 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.

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

- 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

.....

.....

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

Name

Position

Tenderer

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

T2.2-11: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

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 T2.2-10 "Service Provider/Supplier Integrity Pact".

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

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ('TPT') AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

T2.2-13 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

SIGNATURE OF TENDERER

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

T2.12-14 Supplier/Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration,

gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship,

regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and

- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place

the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct;
 - and

- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
 - a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-15 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.



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-
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



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Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

 Signature



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DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

T2.2-16 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; Contractor; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Contractor 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 Contractor is.... hereinafter Contractor and the Data subject is "Transnet". Contractor 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 Contractor 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 Contractor 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 Contractor to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Contractor must request consent



TRANSNET PORT TERMINALS

TENDER/CONTRACT NUMBER: ICLM DB 714/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS FOR PIER 1 FOR THE DURBAN CONTAINER TERMINALS

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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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.



TRANSNET PORT TERMINALS

TENDER/CONTRACT NUMBER: ICLM DB 714/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS FOR PIER 1 FOR THE DURBAN CONTAINER TERMINALS

The Contractor 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 Contractor 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 Contractor will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

(Contractor)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

T2.2-17: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

T2.2-18: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer:



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

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 MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
---------------	---

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

	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

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

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY

**For the
tenderer:**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

TRANSNET PORT TERMINALS

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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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Purchaser

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness



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Date

C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	X7: Delay damages X13: Performance bond X16: Retention Z: Additional conditions of contract
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	Transnet Port Operations Division of Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	202 Anton Lembede Durban 4001
10.1	The <i>Supply Manager</i> is (name):	Benjamin Blom
	Address	202 Anton Lembede, Durban, 4001
	Tel	083 288 5783
11.2(13)	The <i>goods</i> are	MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 1 FOR THE DURBAN CONTAINER TERMINALS.
11.2(14)	The following matters will be included in the Risk Register	No Risks Identified at this time.
11.2(15)	The Goods Information is in	Part 3: Scope of Supply and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa.
13.1	The <i>language of this contract</i> is	English.
13.2	The period for reply is	2 weeks.



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2	The <i>Supplier's</i> main responsibilities		
3	Time		
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1 Five (5) Twin-Lift Spreaders and One (1) Spreader Test Panel.	TBC.
		2 Three (3) Single Lift Spreaders and One (1) Spreader Test Panel.	TBC.
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.	[no data required].	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	104 weeks after Delivery.	
43.2	The <i>defect correction period</i> is	2 weeks except for where a defect constraints the spreader's safe operating or operating capacity to 50% or less where the defects correction period is 5 days.	
42.2	The <i>defects access period</i> is	5 days.	
5	Payment		
50.1	The <i>assessment interval</i> is monthly	On the 25 th of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.	
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events		No additional data is required for this section of the <i>conditions of contract</i> .
7	Title		No additional data is required for this



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section of the *conditions of contract*.

8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	No additional risks are accepted by the Employer other than those which are provided for in this contract.
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1. Insurance against	Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/Public Liability.
	Cover / indemnity is	to the extent as stated in the insurance policy for Contract Works / Public Liability.
	The deductibles are	as stated in the insurance policy for Contract Works /Public Liability.
84.1	The <i>Supplier</i> provides these insurances from the Insurance Table	
	1. Insurance against	Loss of or damage to property (except the Works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability.
	Cover / indemnity is	Is to the extent as stated in the insurance policy for Contract Works / Public Liability.
	The deductibles are	as stated in the insurance policy for Contract Works /Public Liability.
	2. Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon.
	Cover / indemnity is	Cover / indemnity is to the extent provided by the SASRIA coupon.
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the



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contract value subject to a minimum of R2,500 and a maximum of R25,000.

		Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Professional Indemnity Insurance."
84.1	The <i>Supplier</i> provides these additional insurances		
	1. Insurance against	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability.	
	Cover / indemnity is	Is to the extent as stated in the insurance policy for Contract Works / Public Liability.	
	The deductibles are	As stated in the insurance policy for Contract Works / Public Liability.	
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:		whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:		The <i>Supplier</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Supplier</i> provides these additional Insurances		1 Where the contract requires that the design of any part of the works shall be provided by the <i>Supplier</i>, the <i>Supplier</i> shall satisfy the <i>Purchaser</i> that professional indemnity insurance cover in connection therewith has been affected. 2 Where the contract involves



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manufacture, and/or fabrication of Plant & 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 & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.

3 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 sub-contractor.

4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.

5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement.

6 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.

7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Purchaser*. The *Supplier* shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy



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will be returned to the *Supplier*.

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is	Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract.
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	R0.0 (zero Rand).
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	Total of the Prices.
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices).
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.
88.5	The <i>end of liability date</i> is	8 years after Delivery of the whole of the goods and services.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators will appoint an Adjudicator.
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa).
94.4(2)	The <i>tribunal</i> is:	Arbitration.
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).
94.4(5)	The place where arbitration is to be held is	South Africa.



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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

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).

10 Data for Option clauses

X7 Delay damages

X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Manufacture, Supply, Delivery, and Commissioning of Five (5) Twin-Lift Spreaders and One (1) Spreader Test Panel for Pier 2, and Three (3) Single Lift Spreaders and One (1) Spreader Test Panel for Pier 1 for the Durban Container Terminals.	0.1% of the contract value per day, limited to 10% of the total contract value as per NEC contract.

X13 Performance bond

X13.1	The amount of the performance bond is	10% of the total of the Prices at the Contract Date.
-------	---------------------------------------	---

X16 Retention

X16.1	Retention free amount is	Nil
	The retention percentage is	10% on all payments certified.

Z The *additional conditions of contract* are

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*.

Z4

**Additional clauses relating to
Joint Venture**



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Z4.1

Insert the additional core clause 27.5

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

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

A brief description of the Contract and the Deliverables;

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

The constituent's interests;

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

Details of an internal dispute resolution procedure;

Written confirmation by all of the constituents:

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

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

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

Financial requirements for the Joint Venture:

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

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

Z4.2

Insert additional core clause 27.6

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



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Z5	Additional obligations in respect of Termination	
Z5.1		<p>The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
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."
Z6	Right Reserved by the <i>Purchaser</i> to Conduct Vetting through SSA	
Z6.1		<p>The <i>Purchaser</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Supplier</i> who has access to National Key Points for the following without limitations:</p> <p>Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</p> <p>Secret – this clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</p> <p>Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</p>
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.

Z8 Protection of Personal
Information Act

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.

Z10 Anti-Corruption Warranty

Z10.1 SUPPLIER hereby undertakes and warrants that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage or gift of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract (hereinafter referred to as any "Corrupt Act") and that it has taken all reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.



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Z10.2

In the event that SUPPLIER has committed a any Corrupt

Act or is found by any competent court or judicial body to

have committed any Corrupt Act in relation to this Contract or in relation to another contract that has a material

impact on this Contract,

or in the event that:

I. Improper payments are being or have been made or

offered to Transnet officials or any other person by

SUPPLIER or those acting on behalf of

SUPPLIER with respect to the Services; or

II. SUPPLIER or those acting on behalf of

SUPPLIER has accepted any payment or benefit,

regardless of value, as an improper inducement to

award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.

then:

a) In addition to the remedies available in law to

Transnet, Transnet reserves the right to instruct

SUPPLIER to (i) dismiss the employee(s)

involved, and/or (ii) to terminate its contracts with the

relevant supplier/sub-Contractor, as the case may be,

and should SUPPLIER fail to do so, or if the

breach is incapable of being remedied, Transnet may

terminate the Contract; and

b) Transnet will be entitled to recover the direct

damages suffered by Transnet as a result of the

termination of the Contract and no further payments

will be made to SUPPLIER, save for those sums

which have already been committed. SUPPLIER

shall deliver to Transnet all works already completed

in terms of the contract which Transnet has paid for.



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C1.2 Contract Data

Part Two - Data provided by the *Supplier*

Notes to a tendering supplier:

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

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

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



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C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works 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 *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.



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Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet Port Terminals
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. iCLM DB 752/TPT.

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

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the Contractor} (the *Contractor*), for

{Insert details of the works from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence,



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 752/TPT

DESCRIPTION OF WORKS: FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL FOR PIER 2, AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR THE DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINAL AS A ONCE-OFF PROJECT SUPPLY.

release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) _____

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201__

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)



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PART 2: PRICING DATA

Document reference	Title	No of pages
	This cover page	1
C2.2	Pricing Schedule	3
	Total number of pages	4



C2.1 Pricing instructions:

1. The *conditions of contract*

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

Clause 11 in NEC3 Supply Contract, April 2013(SC3) core clauses states:

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, 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, plus, other amounts to be paid to the <i>Supplier</i> , less amounts to be paid by or retained from the <i>Supplier</i> .
		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 SC3 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.



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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 SC3 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.



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Mandatory Returnable

C2.2 Price Schedule

C.2.2.1 Option 1

The *Purchaser's* Price Schedule is listed below and is a summation of the Tenderers price Schedule. The Tenderer can make reference to his Price Schedule and attaches it to this schedule.

The Employer requires at least the following activities to be priced. Each activity must be priced individually.

The price reflected below must be fixed and firm. Failure to provide a fixed and firm price could declare the Contractor non-responsive.

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor.

Should this not be possible and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

For any supply items, it is Transnet's preference to enter into a contract on a DDP (Incoterms 2010, Port of Durban, Pier 1 and Pier 2) basis. Non-RSA entities will be considered in terms of relevant legislation.

It is the Supplier's responsibility to ensure that they are familiar and can comply with all the applicable legislation relating to this tender such as the DDP Incoterms, Value Added Tax Act 89 of 1991 (VAT) and other applicable laws.

Transnet payment terms will be: 100% payment on successful commissioning and handover.

It must be noted that compatibility and interchangeability of the supplied spreaders for use with the existing Liebherr cranes at Pier 1 and Pier 2 respectively, without any modifications or alterations to the existing cranes, need to be fully demonstrated before final commission and handover is accepted, and payment can be certified.

Item	Activity Description	Quantity	Rate	Total Price
1.	MAIN OFFER			
1.1	The manufacture, supply, delivery and commissioning of five (5) Twin-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreaders at Pier 2.	5		
1.2	The manufacture, supply, delivery and commissioning of three (3) Single-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreaders at Pier 1.	3		

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1.3	The manufacture, supply, delivery and commissioning of one (1) Twin-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreader test panel for spreader in 1.1 above, to be supplied for workshop at Pier 2.	1		
1.4	The manufacture, supply, delivery and commissioning of one (1) Single-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreader test panel for spreader in 1.2 above, to be supplied for workshop at Pier 1.	1		
1.5	The training of operational and maintenance personnel at Durban Container Terminal at Pier 1 and Pier 2, as per 3.8 of the Purchaser's Goods Information.	Lot		

Item	Activity Description	Quantity	Rate	Total Price
2	PRICED OPTIONS			
2.1	Provide a priced recommended spares list for the twin-lift in 1.2.1.1 of the Purchaser's Goods Information for the first year of operation. Prices of spares to be valid for one year.	Lot		
2.2	Provide a priced recommended spares list for the single-lift spreaders in 1.2.1.2 of the Purchaser's Goods Information for the first year of operation. Prices of spares to be valid for one year.	Lot		

TENDER NUMBER: iCLM DB 752/TPT

TRANSNET



Purchaser's Goods Information

C3.1 PURCHASER'S GOODS INFORMATION FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 2 AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1, FOR THE DURBAN CONTAINER TERMINALS

1.1 Scope of Goods

1.1.1. Main Offer

- 1.2.1.1. The manufacture, supply, delivery and commissioning of five (5) Twin-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreaders at Pier 2. (Supplier shall refer to 4.1.2.1 for site-specific requirements and section 7 for Technical Specifications.)
- 1.2.1.2. The manufacture, supply, delivery and commissioning of three (3) Single-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreaders at Pier 1. (Supplier shall refer to 4.1.2.2 for site-specific requirements and section 7 for Technical Specifications.)
- 1.2.1.3. The manufacture, supply, delivery and commissioning of one (1) Twin-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreader test panel for spreader in 1.2.1.1 above, to be supplied for workshop at Pier 2. (Also refer to section 7 for Technical Specifications.)
- 1.2.1.4. The manufacture, supply, delivery and commissioning of one (1) Single-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreader test panel for spreader in 1.2.1.2 above, to be supplied for workshop at Pier 1. (Also refer to section 7 for Technical Specifications.)
- 1.2.1.5. The familiarization training of maintenance personnel at Durban Container Terminal Pier 1 and Pier 2, as per 3.8

1.2.2. Priced Options

- 1.2.2.1 Provide a priced recommended spares list for the twin-lift spreaders in 1.2.1.1 for the first year of operation. Prices of spares to be valid for one year.

- 1.2.2.2 Provide a priced recommended spares list for the single lift spreaders in 1.2.1.2 for the first year of operation. Prices of spares to be valid for one year.

2. Definitions

- 2.1. SPECIFICATION means the document/s forming part of the contract in which are described the methods of executing the various items of work to be done, and the nature and quality of the materials to be supplied and includes technical schedules and drawings attached thereto as well as all samples and patterns.
- 2.2. Reference in the *Goods* Information and standard specifications to "equipment" means the Electro-Hydraulic Ship to Shore Crane Spreaders as defined in the scope of *Goods*.
- 2.3. Where "tonne", "ton" or the abbreviation "t" is used, it means "metric ton" which is equivalent to 1 000kg or approximately 2 204.62 pound mass.
- 2.4. DELIVERY OF GOODS is defined as when the Electro-Hydraulic Ship to Shore Crane Spreaders have successfully completed their 100 hour endurance test to the satisfaction of the *Purchaser*.
- 2.5. *Purchaser* is defined as 'Transnet Port Terminals' (TPT) in the context of owner, occupier or user of the new asset; insurer of the *goods*; paymaster (i.e. Transnet Port Terminals shall pay); a party to the contract.

3 Management and start up.

3.1 Management meetings

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

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

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

Other 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

3.2 Documentation control

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

3.3 Health and safety risk management

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

3.4 Environmental constraints and management

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

3.5 Quality assurance requirements

For the *Purchaser's* Quality Management, special attention must be paid to the following TPT's specifications:

Specifications for Hydraulic Equipment	EEAM-Q-002
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Specifications for Structural Steelwork	EEAM-Q-006
Specification for Corrosion Protection	EEAM-Q-008
Specification for Quality Management for Supplier/Construction	EEAM-Q-009
Specifications for General Electrical Equipment	EEAM-Q-012
Specifications for Technical Data Sheet	EEAM-Q-013
Specifications for General Requirements and Conditions	EEAM-Q-016
Specifications for Tests on Electrical Equipment	EEAM-Q-020
Specifications for Electronic Equipment	EEAM-Q-021

The services of an independent third party may be engaged by the *Purchaser* to assist in meeting the quality assurance objectives and the *Supplier* must give the necessary co-operation and supply all the necessary quality management documentation as required. The cost of the QA work by the third party will be borne by the *Purchaser*.

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

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

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

3.6 Programming constraints

3.6.1 General

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

3.6.2 Programme submission

A copy of the *Supplier's* First Programme shall be submitted with the Tender Document Returnable Schedules that shall comply with the requirements as indicated in the Goods Information. The

Supplier's Detailed Programme shall be submitted in both hard and soft copy forms within two weeks of award using a computer software package approved by the *Supply Manager*.

The preferred software package is Microsoft Projects or similar approved.

3.6.3 Contract programme (baseline)

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

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

3.6.4 Revisions to contract schedule

The *Supply Manager's* written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme.

Additional detail may be inserted into the contract programme at the request of either the *Supplier* or the *Supply Manager*. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced.

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

3.6.5 Supplementary programmes

The *Supply Manager* may at any time, and at the cost and expense of the *Supplier*, direct the *Supplier* to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The *Supply Manager* shall not unreasonably request supplementary programmes.

3.6.6 Cash flow

The *Supplier* shall submit to the *Supply Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.

3.6.7 Progress reporting

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

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

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

3.6.8 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

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

3.6.9 Monthly status report

The *Supplier* shall provide a written status report by the 20th of each month or such other reporting period as may be required by the *Supply Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

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

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

3.7 *Supplier's* management, supervision and key people

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

It is a requirement of this contract that the *Supplier* employs a full time, fully qualified and experienced Site manager who has been delegated sufficient authority to manage the contract efficiently on Site during erection and commissioning. The site manager is required to be fluent in English, both in writing and orally.

3.8 Training workshops and technology transfer

The following *Purchaser's* personnel will be made available for training by the *Supplier* in their various functions at the Container Terminal in the Port of Durban Pier 1 and Pier 2

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NOTE: The personnel that will be made available for training are existing maintenance personnel of similar machines, and would only require familiarisation training.

Terminal	DCT Pier 1	DCT Pier 2
Mechanical	20	20
Electrical	20	20

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

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

4. Engineering and the *Supplier's* design

4.1 *Purchaser's* design requirements

The equipment shall be designed to match the existing Twin-Lift and Single-Lift Electro-Hydraulic Telescopic Ship to Shore Crane Spreaders in use at Pier 1 and Pier 2, compatible to the following Liebherr Ship-to-Shore Cranes:

Table A: Liebherr STS Crane IR Numbers for DCT Pier 1 & 2

Spreader Type	Terminal Ref #	Liebherr IR #
Single-Lift	QC1	IR1706
	QC2	IR1707
	QC3	IR1708
	QC4	IR1709
	QC5	IR1710
	QC6	IR1730
	520	IR1610
	521	IR1611
	522	IR1612
	523	IR1711

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Twin-Lift	524	IR1705
	525	IR1704
	533	IR1952
	534	IR1953

4.1.1 General Requirements

The equipment as made and supplied shall be complete in every respect, of modern design using most advanced technology extensively supported by reputable local companies, and be designed and built to applicable recognised standards and good engineering practices, and shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended or equivalent international standard such as ISO, DIN, etc.

All electrical and mechanical Plant to be fitted shall have been type tested for reliability and extended lifetime in the conditions to be expected.

The equipment shall be designed and constructed such that as many common components as possible are used on the equipment to enable the minimization of spares types and numbers.

This must specifically be applied to drives, brakes, ropes, sheaves, electrical plant and components, bearings and wheels. All drives must be such that the same drive can be used in both left hand and right-hand applications.

4.1.2 Site Specific Requirements

The site-specific requirements for the Electro-Hydraulic Telescopic Ship to Shore Crane spreaders are as follows:

4.1.2.1 Twin-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreader

Twin Lift Ship to Shore Crane Telescopic spreaders should be equivalent to the existing spreaders, currently utilizing a two wire communication protocol with the STS Crane, and compatible to Liebherr Ship to Shore Cranes for Pier 2. Refer to Table A for crane numbers with twin lift spreaders.

New twin lift spreaders shall be interchangeable with the whole fleet of twin lift Liebherr Ship to Shore cranes at Pier 2, without undergoing any modification on the Ship to Shore Cranes, and shall be compatible with existing spreaders. The cost of ensuring compatibility of the new spreaders with the existing cranes is for the successful Supplier. The *Purchaser* will not carry out, nor be liable for any cost, associated with any modifications to the spreader or cranes to ensure identical operations of the spreaders with the cranes.

Existing twin lift spreaders are identified as spreader type: STS45

These Twin Lift Telescopic Ship to Shore Crane spreaders must be supplied in accordance with the Technical Specifications for use with LIEBHERR Ship to Shore Cranes and must have a minimum Safety Working Load (SWL) of 65000 Kg.

4.1.2.2 Single-Lift Electro-Hydraulic Telescopic Ship to Shore Crane spreader

Single Lift Ship to Shore Crane Telescopic spreaders should be equivalent to the existing spreaders, currently utilizing a two wire communication protocol with the STS Crane, and compatible to Liebherr Ship to Shore Cranes for Pier 1. Refer to Table A for crane numbers with single lift spreaders.

New single lift spreaders shall be interchangeable with the whole fleet of single lift Liebherr Ship to Shore cranes at Pier 1, without undergoing any modification on the Ship to Shore Cranes, and shall be compatible with existing spreaders. The cost of ensuring compatibility of the new spreaders with the existing cranes is for the successful Supplier. The *Purchaser* will not carry out, nor be liable for any cost, associated with any modifications to the spreader or cranes to ensure identical operations of the spreaders with the cranes.

Existing single lift spreaders are identified as spreader type: SSX40.

5 Procurement

5.1 *Supplier's* procurement of Plant and Materials

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

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

5.2 Spares and consumables

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

5.3 Tests and inspections before delivery

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

6 Delivery Place and Delivery of the Goods

6.1 Delivery Place and Working Areas

6.1.1 Working Areas

When required in terms of the delivery methodology, the *Supplier* will indicate his space requirements at the Delivery Place on a suitable drawing submitted with the tender.

The Delivery Place is located at the Durban Container Terminal, Pier 1 and Pier 2 respectively, in the Port of Durban, South Africa. The areas of operation for the Spreaders are within the premises of Durban Container Terminals Pier 1 and Pier 2.

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

Establishment, fencing and other work required to make the *Delivery Place* fit for use is entirely the *Supplier's* responsibility.

The *Supplier* is responsible for the security of the *Delivery Place* until completion and hand-over, and must make his own arrangements for security and the safekeeping of his property. The *Supplier's* watchmen are allowed on site for this purpose.

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

Shipment shall be DDP (delivered with duties paid).

It remains the suppliers' responsibility to off-load and commission the spreaders once delivered to TPT.

6.1.2 Clearing of Delivery Place

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

6.1.3 Customs and port regulations

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

The *Delivery Place* is also within a promulgated port area and the *Supplier* and his people shall observe all ISPS and Port Regulations within the port area. Copies of the Harbour Regulations are obtainable from the Port admin offices.

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

6.1.4 Health and safety facilities at the Delivery Place

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

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

6.2 Completion, testing, commissioning and correction of Defects

6.2.1 Work to be done by the Completion Date

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

6.2.2 Testing and commissioning

6.2.2.1 Prerequisites for commissioning

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

- Pre-commissioning tests to be performed by the *Supplier*

- Performance test recording the speeds of all motions under various load conditions
- Overload tests
- Stability tests
- Tests to prove the integrity of the safety devices, limit systems and emergency systems
- Tests to prove the integrity of all service brakes and emergency brakes
- Functional tests
- Operational tests under simulated conditions
- General inspection for final quality, including paint quality

The *Supplier* will be required to show practically and analytically that the equipment can repeat the duty cycle continuously at rated capacity and rated speeds and accelerations, without over heating or unduly breaking down.

6.2.2.2 Testing and commissioning

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

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

Load testing on the equipment, where applicable, shall be performed at the Delivery Place in accordance with the South African Occupational Health & Safety Act (110% overload tests or as per the OEM recommendation). The *Supplier* shall be responsible for the supply of all load testing masses and measuring instruments. The load test shall be carried out by a registered LME (Dept. of Labour with the required category) and a registered LMI (ECSA, with the required category), appointed by the Supplier. Load shall be defined as the safe working load when the equipment is working at maximum capacity, and including dynamic factors such as wind loads, shock loads due to acceleration and deceleration, etc.

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

Before the commencement of any tests the *Supplier* shall provide the initial fill of oil for all gearboxes and grease for components which require grease lubrication.

On completion of Commissioning, the *Supplier* shall issue a Commissioning Certificate with all prescribed statutory documents; test certificates; documentation certifying the class and safe working loads of the equipment (and specific components e.g., twist-locks, ropes hoists etc.) for approval by the *Supply Manager*, prior to the commencement of the Endurance Testing. Where required by law, relevant certificates shall be issued by local authorities.

6.2.2.3 Endurance Testing

After successful completion of commissioning (approved Commissioning Certificate), the equipment shall be subjected to Endurance Testing, i.e. actual operation of the equipment in the handling of cargo in the operational area of the port, i.e. fitted to the respective Liebherr Ship to Shore crane.

The Endurance Test will constitute a minimum of 100 hours. The *Purchaser* will operate the Spreaders for the 100 hour endurance test which will be done under working conditions. The Spreaders will be operated by the *Purchaser* under guidance of the *supplier*. The *Purchaser* will Take-Over the Spreaders on successful completion of the 100 hour endurance test. If the Spreader fails the 100 hour endurance test and the actual rectification of defect/fault takes longer than 0.5 hours, the endurance test shall commence afresh on the Spreader.

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

6.2.3 Technical support after Completion

The *Supplier* shall undertake that spares for all mechanical and electrical components of the equipment shall be readily available for at least 10 years from date of *Delivery*. Should spares be required during this period but not be readily available, the *Supplier* shall make modifications to the equipment to use readily available spares at that time, and at no cost to the *Purchaser*.

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

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

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

6.2.4.1 The supplier is required to indicate the availability of local spares and provide a list of companies where these spares can be purchased as well as show related spares prices as at the time of purchase.

6.2.4.2 The supplier shall indicate the expected operational life cycle of the Twin Lift and Single Lift Spreaders.

6.2.4.3 The work is to be conducted by qualified Technicians and Engineers accredited by an internationally approved body.

6.2.4.4 The Supplier shall be fully responsible to TPT for the acts and omissions of persons directly or indirectly employed by them.

6.2.4.5 The Supplier must provide the information requested and comply with the requirements stated.

7. Technical Specifications

7.1

	Technical Specifications
	Spreaders' requirement and functions
1	Twin Lift Hydraulic Spreaders of capacity of 65 tonnes Continuous Safe Working Load Single Lift Hydraulic Spreaders of capacity of 40 tonnes Continuous Safe Working Load
2	Twist Locks: Twin Lift Spreaders shall comprise of 8 Twist Lock with at least 10 tonnes Continuous Safe Working Load per twist lock Single Lift Spreaders shall comprise of 4 Twist Lock with at least 10 tonnes Continuous Safe Working Load per twist lock
3	Twin Lift Spreaders shall be capable of twin lift of two 20' containers of 32.5 tonnes each, and single lift of one 20' container or one 40' container of 40 tonnes. Single lift spreader shall be capable of single lift of one 20' container or one 40' container of 40 tonnes.
4	Telescopic motion: From 20' – 40' container mode in less than 38 seconds.
5	Twin lift spreaders, when in twin-lift mode, to be able to adjust the gap between two 20' containers up to at least 1300 mm.
6	Twin lift spreaders to have a detection system for preventing the handling of two 20' containers when the spreaders is in the 40' mode.
7	FLIPPER ARM SPEED 180° (fully up to fully down) in less than 7 seconds
8	The Spreaders (Twin Lift and Single Lift) shall utilize a 2-wire communication protocol with the STS cranes.
9	Twist lock rotation (90°) in less than 2 seconds
10	Spreaders to be fitted with lifting lugs with a capacity of at least 10 tonnes each
11	Power supply is 400/250V AC at 50Hz
12	Each spreader to be fitted with four flippers (One on each corner)
13	Electrical panels / cabinets to be fabricated from stainless steel (Grade 316), with IP65 protection rating
14	Standards to be applied: DIN 15018 H2B4, FEM 1.001 and ISO 8501:1
15	Full service and repair manuals to be supplied, including maintenance plans
16	Supplier to confirm that the spreader supplied is compatible with Liebherr Ship to Shore Container Gantry Crane with no alterations required to the crane.
17	Diagnostic System to be included.
18	Two (2) Years Warranty/Guarantee Period on mechanical and electrical components

TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 752/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIVE (5) TWIN-LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 2 AND THREE (3) SINGLE LIFT SPREADERS AND ONE (1) SPREADER TEST PANEL AT PIER 1 FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE DURBAN CONTAINER TERMINALS, AS A ONCE OFF SUPPLY.

19	Eight (8) year guarantee on the structure
20	Ten (10) year guarantee on the corrosion protection / paint work
21	Expected operational life cycle to be indicated
22	Spares to be available locally

7.2

	Spreader test panels requirement and functions
1	On board display for full tests control of all spreader functions and indications as mentioned below and compatible to existing spreaders, utilizing a 2 wire communication protocol.
2	Individual twist locks lock and unlock
3	Individual flippers up and down
4	Extend/Retract through the following modes: Single 20ft; single 40ft; twin lift 40ft; twin lift 45ft (Up to 45ft for ease of diagnosis and maintenance purposes.)
5	Automatic Twin lift Operation
6	Manual Twin lift Operation
7	Indications as mentioned below: 20ft Indication 40ft Indication 45ft Indication
8	Individual Twist locks locked Indication
9	Individual Twist locks unlocked Indication
10	Twin lift engaged Indication
11	All functions are communicated to the spreader through a standard spreader cable with compatible spreader connector
12	Test panels provides full operating power to spreader

8. Plant and Materials standards and workmanship

8.1 Referenced standard specifications

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

Plant and Materials made and tested to alternative standard specifications will be considered at the discretion of the *Supply Manager*, provided that such specifications are not less stringent than those laid down.

8.2 General

All Plant and Materials shall be new.

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

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

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

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

The tenderer is required to submit written proof that the spreaders to be supplied are compatible with the respective Liebherr Ship to Shore Container Gantry Cranes and there will be no alterations required on the crane, including the communication system on the crane.