

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY.

Transnet Port Terminal

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE-OFF PROJECT

RFQ NUMBER	: iCLM DB 857/TPT
ISSUE DATE	: 27 MAY 2024
CLOSING DATE	: 11 JUNE 2024
TENDER VALIDITY PERIOD	: 12 weeks 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 companies [hereinafter referred to as a Tenderer].

DESCRIPTION	Tender Number: ICLM DB 857/TPT Description of Works: Manufacture, Supply, Delivery and Commissioning of Two (2) skid steer loaders, for Transnet SOC LTD Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT"), as a Once Off Project, at Durban Container Terminal – Pier 2.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za. FREE OF CHARGE. The RFP may also be downloaded from the Transnet website at www.transnet.net. FREE OF CHARGE. To access the Transnet e-Tender portal, please click here

NO COMPULSORY TENDER CLARIFICATION MEETING	No Compulsory Tender Clarification Meeting will be conducted; and communication and clarification pertaining to this tender may be directed to Hlengiwe.Mthimkhulu@transnet.net or 031 361 8708 by no longer than the 19 th of March 2024
CLOSING DATE	This RFQ shall close punctually at 12:00 pm 11 JUNE 2024 . Location: The Transnet e-Tender Submission Portal: www.transnet.net . As a general rule, if a bid is late, it will not be accepted for consideration.

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:

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- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
 - Click on "TENDERS";
 - Scroll towards the bottom right-hand side of the page;
 - On the blue window click on "register on our new eTender Portal";
 - Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
- 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.

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4. DISCLAIMERS

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

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

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- 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 [T2.2-08 **Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
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

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		C1.2 Contract data (Part 1 & 2)
		C1.3 Form of Securities
Part C2: Pricing data		C2.1 Pricing instructions
Part C3: Scope of work		C3.1 Works Information
C.1.4	The Employer's agent is:	Regional Contracts Specialist
	Name:	Hlengiwe Mthimkhulu
	Address:	Transnet Port Terminals 202 Anton Lembede Street 4001
	Tel No.	031 361 8708
	E – mail	Hlengiwe.Mthimkhulu@transnet.net

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

1. Step One - Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

<i>Administrative responsiveness check</i>
• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorised respondent

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

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2. Step Two: Test for Substantive Responsiveness to RFP

Check for substantive responsiveness
Whether any general pre-qualification criteria set by Transnet, have been met
Whether the Bid contains a priced offer
Whether the Bid materially complies with the scope and/or specification given
- Whether any Eligibility Criteria have been met as follows: a) Bucket rated operating mass capacity is at least 900 kg. b) Clearance at maximum lift is at least 2250 mm. c) The reach at dump height is at least 600 mm. d) The Skid steer loader bucket width to be at least 1650 mm. e) The travelling speed that the SSL must be able to obtain is at least 15 km/hr. f) Skid steer loader to be supplied with a quick-change coupler system to facilitate quick. g) interchangeabilitygeability between different attachments. h) Final colour of skid steer loader is RAL3020 (red) i) Skid steer loader offered has an enclosed cabin, with air conditioner

The test for substantive responsiveness to this RFP will include the following:

The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Step Three for further evaluation.

Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.

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3. Step Three - Price and B-BBEE (Evaluation and Final Weighted Scoring)

4.1.1 Step Three: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

4. Step Four: Post Tender Negotiations

- Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

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- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

5. Step Six: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

C.2.7 The arrangements for no compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: **ICLM DB 857/TPT**

The Tender Description: FOR THE MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY.

Documents must be marked for the attention of:

Employer's Agent:

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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 **11 MAY 2024**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** 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 Tenderer's compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;

3. Proof of registration on the Central Supplier Database;

4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11

The procedure for the evaluation of responsive tenders is Functionality, Price, and Preference:

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

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

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C.3.11. Only tenders that are Administratively and Substantively Responsive will be evaluated (in case Functionality is not applicable – Please delete this note) further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations

(Please select the applicable statement and delete the other and delete this note).

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,

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

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

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

Selected Specific Goal	Number of points allocated (80/20)	
	Number of Points	Price
B-BBEE Level 1 & 2	10	
30% Black Women Owned Entities B-BBEE Level 1&2	10	
Total	20	80

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate in case of JV, a consolidate scorecard will be accepted as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and a note confirming the disability and/or Employment Equity Act 1(EEA1) form.
Entities/Black People living in rural areas	Entity's Municipal/ESKOM bill or letter from Indukon confirming residential address not older than 3 months
South African Enterprises	CIPC Registration Documents
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate in case of JV, a consolidate scorecard will be accepted as per DTIC guidelines
Promoting exports orientated production for Job creation	Returnable section/annexure.....on job creation
Local Content and Local Production	Returnable Local Content and production Annexure
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Returnable section/annexure.....on job creation
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% black Youth and 51% people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted) of the sub-contracting entities.

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The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity
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The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION LIST THE OTHER APPLICABLE SPECIFIC GOALS FOR THIS TENDER	20
Total points for Price and Specific Goals must not exceed	100

Note: Transnet reserves the right to carry out an independent audit of the tenderer's 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.

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4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) 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,
- d) has the legal capacity to enter into the contract,
- e) 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,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) 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).

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2 IN THE PORT OF DURBAN, AS A ONCE OFF SUPPLY.

T2.1 List of Returnable Documents

2.1.1 Returnable Schedules:

General

- T2.2-01 Authority to submit tender
- T2.2-02 Record of addenda to tender documents
- T2.2-03 Letter of Good Standing
- T2.2-04 Risk Elements
- T2.2-05 Availability of equipment and other resources

Agreement and Commitment by Tenderer:

- T2.2-06 Non-Disclosure Agreement
- T2.2-07 RFP Declaration Form
- T2.2-08 RFP – Breach of Law
- T2.2-09 Certificate of Acquaintance with Tender Document
- T2.2-10 Service Provider Integrity Pact
- T2.2-11 Supplier Code of Conduct

Evaluation and Operational Criteria

- T.2.2-12 Site Establishment
- T.2.2-13 Guarantees and Warrantees
- T.2.2-14 Track Record
- T.2.2-15 Compliance to Employers
- T.2.2-16 Delivery Lead Time
- T.2.2-18 Supplier's Specifications
- T.2.2-19 Recommended and Critical Spares List

Eligibility Criteria

- T2.2 2-17 Parameter for Skid Steer Loader

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-20 Insurance provided by the Contractor

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2 IN THE PORT OF DURBAN, AS A ONCE OFF SUPPLY.

1.3.3 Transnet Vendor Registration Form:

T2.2-21 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY.

T2.2-01: 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

TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF 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.

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DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF 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

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D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY.

T2.2-02: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

TRANSNET PORT TERMINALS

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T2.2-03 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.

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

Name of Company/Members of Joint Venture:

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

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T2.2-04: Risk Elements

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

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

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

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

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T2.2-06 NON-DISCLOSURE AGREEMENT

[JUN3 2023]

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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;

TRANSNET PORT TERMINALS

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- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

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- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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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.

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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.

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Signed

Date

Name

Position

Tenderer



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T2.2-07: 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:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-10 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value

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threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

- It is incumbent on the Tenderer to familiarize himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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T2.2-08: 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 misdemeanors, 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

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T2.2-09 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.

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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.

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY.

T2.2-10 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")

TRANSNET PORT TERMINALS

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PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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- 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.

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- 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.

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- 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

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- 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

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- 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.

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- 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.

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6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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- 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

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- 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.

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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

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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

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

T2.2-11 : 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.

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

-
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

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-
- Harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.

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-
- Suppliers must record and report facts accurately, honestly and objectively.
Financial records must be accurate in all material respects.

TRANSNET PORT TERMINALS

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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

Technical Evaluation for Skid Steer Loaders - Pier 2

Rev 5

MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2 IN THE PORT OF DURBAN, AS A ONCE OFF SUPPLY.

Evaluation Criteria	Description	Scoring principal	Returnable Schedule	Criteria	Type of Proof Required / To be Provided
Eligibility	Bucket rated operating mass capacity is at least 900 kg		T2.2-17		Brochure/Drawing/Specification
	Clearance at maximum lift is at least 2250 mm		T2.2-17		Brochure/Drawing/Specification
	The reach at dump height is at least 600 mm.		T2.2-17		Brochure/Drawing/Specification
	The Skid steer loader bucket width to be at least 1650 mm.		T2.2-17		Brochure/Drawing/Specification
	The travelling speed that the SSL must be able to obtain is at least 15 km/hr.		T2.2-17		Confirmation on T2.2-17
	Skid steer loader to be supplied with a quick change coupler system to facilitate quick interchangeability between different attachments.		T2.2-17		Confirmation on T2.2-17
	Final colour of skid steer loader is RAL3020 (red)		T2.2-17		Confirmation on T2.2-17
	Skid steer loader offered has an enclosed cabin, with air conditioner		T2.2-17		Confirmation on T2.2-17

Evaluation Criteria	Description	Scoring principal	Returnable Schedule	Criteria	Weighting
Technical & Operational	Compliance to Employer's Technical Specification	>=104 compliant clauses = 100 % <104 but >=99 compliant clauses = 80 % <99 but >=92 compliant clauses = 60 % <92 but >=86 compliant clauses = 40 % <86 but >=80 compliant clauses = 20 % < 80 compliant clauses = 0 %	T2.2-15	Compliance to Technical Spec	25
	Bucket capacity - SAE heaped (cubic metres)	For bucket capacity > or = 0.4 m³ then 100% For bucket capacity < 0.4 m³ and > or = 0.37 m³ then 80% For bucket capacity < 0.37 m³ and > or = 0.35 m³ then 60% For bucket capacity < 0.35 m³ and > or = 0.32 m³ then 40% For bucket capacity < 0.32 m³ and > or = 0.3 m³ then 20% For bucket capacity < 0.3 m³ then 0%	T2.2-18	Capacity of bucket as per SAE heaped	5
	The speed that Skid steer loader can attain.	If > or = 17 km/hr, then 100% If < 17 and > or = 16,5 km/hr, then 60% If < 16,5 and > or = 16 km/hr, then 60% If < 16 and > or = 15,5 km/hr, then 40% If < 15,5 and > or = 15 km/hr, then 20% If < 15 km/hr, then 0%.	T2.2-18	Speed SSL can attain	5
	Duration, in hours, skid steer loader can operate on one tank of fuel.	For the machine operating > or = 12 hours on one fuel tank = 100% For the machine operating a > or = 11 hours but < 12 hours on one fuel tank = 80% For the machine operating a > or = 10 hours but < 11 hours on one fuel tank = 60% For the machine operating a > or = 9 hours but < 10 hours on one fuel tank = 40% For the machine operating a > or = 8 hours but < 9 hours on one fuel tank = 20% For the machine operating a < 8 hours on one fuel tank = 0%	T2.2-18	Duration (hours) machine can operate on one tank of fuel	5
	Warranty or Guarantee in excess of 12 months for diesel motor, hydraulic components, structure (chassis) and electrical/controls.	For guarantee on all 4 components of the equipment > or = 24 months for Diesel motor, Hydraulic components, structure and electrical/controls = 100% For guarantee on at least 3 components of the equipment > or = 24 months and the remaining 1 > or = 12 months but < than 24 months for Diesel motor, Hydraulic components, structure and electrical/controls = 80% For guarantee on at least 2 components of the equipment > or = 24 months and the remaining 2 > or = 12 months but < than 24 months for Diesel motor, Hydraulic components, structure and electrical/controls = 60% For guarantee on at least 1 component of the equipment > or = 24 months and the remaining 3 > or = 12 months but < than 24 months for Diesel motor, Hydraulic components, structure and electrical/controls = 40% For guarantee on components of the equipment > or = 12 months but < than 24 months for Diesel motor, Hydraulic components, structure and electrical/controls = 20% For guarantee on any components of the equipment < 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 0%	T2.2-13	Duration in months	5
	Corrosion Protection guarantee	Corrosion Protection Guarantee > or = 10 years = 100% Corrosion Protection Guarantee > or = 8 years but less < 10 years = 80% Corrosion Protection Guarantee > or = 7 years but less < 8 years = 60% Corrosion Protection Guarantee > or = 6 years but less < 7 years = 40% Corrosion Protection Guarantee > or = 5 years but less < 6 years = 20% Corrosion Protection Guarantee < 5 years = 0%	T2.2-13	Guarantee offered on corrosion protection	5
	Paint Thickness and number of coats	Paint thickness > or = 300 microns and at least 3 coats paint = 100% Paint thickness > or = 270 but < 300 microns and at least 3 coats paint = 80% Paint thickness > or = 250 but < 270 microns and at least 3 coats paint = 60% Paint thickness > or = 220 but < 250 microns and at least 3 coats paint = 40% Paint thickness > or = 200 but < 220 microns and at least 3 coats paint = 20% Paint thickness < 200 microns or less than 3 coats paint = 0%	T2.2-18	Paint Thickness and number of coats	5
Sub-total					55
Track Record	Number of skid steer loader with an operating bucket mass capacity of at least 500 kg, supplied over the last 5 years by agent and / or OEM, either delivered to customers or for use as hire machines.	> or = 20 units score 100% > or = 16 but < 20 units scores 80% > or = 12 but < 16 units scores 60% > or = 8 but < 12 units scores 40% > or = 4 but < 8 units scores 20% < 4 units score 0 points	T2.2-14	No. of units supplied	20
	Sub-total				20
Lead time	Lead time from contract award to commissioning & handover (incl endurance testing) of the skid steer loader.	< or = 5 months = 100% > 5 months & < or = 6 months = 80% > 6 months & < or = 7 months = 60% > 7 months & < or = 8 months = 40% > 8 months & < or = 9 months = 20% > 9 months = 0 %	T2.2-16	Lead time in months	25
Sub total					25
TOTAL RATING					100

Technical Qualification Threshold = 75%.

TRANSNET PORT TERMINALS

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Skid Steer Loaders	Site Establishment Requirements	Tender Schedule: T.2.2-12
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It is assumed that the Skid Steer Loader 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 Skid Steer Loader, 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 _____

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Skid Steer Loader	Guarantees and Warranties	Tender Schedule: T2.2-13
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The extent of guarantees and warranties in **excess of the standard 12 months** that can be offered by the Tenderer on diesel motor, hydraulic components, structure (chassis) and electrical/controls will play an important role in the evaluation of the tenders. Compliance of the corrosion protection to Employer's specification EEAM-Q-008 is critical.

Tenderers to note that, to score maximum points, the preferred guarantees and warranties for the corrosion protection is 10 years (120 months), and for the components, including diesel engine, hydraulic components, structure (chassis) 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 warrantee period is offered for each of the items listed, as well as much detail as possible on the extent of the guarantee.

The Tenderer must also clearly indicate what local technical support would be available from him/her 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 skid steer loader.

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	Guarantees and Warranties (months)	Description of Guarantee
Corrosion Protection of the Structure (compliance to EEAM-Q-008)		
Diesel Engine		
Hydraulic Components (Pumps, motors, cylinders, valve, ...)		
Structure / chassis		
Electrical / controls		

Is technical support available locally: _____ (Yes / No)

Details of local Technical Support after completion:

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

Lead time for on-site Technical Support: _____ hours

Lead time for major spares (excluding consumables):

Are major spares held locally: _____ (Yes / No)

Tenderers to indicate in returnable T2.2-20 which spares are available locally.

Other Value Adding Elements

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

The scoring of the Guarantees and Warranties on Skid Steer Loader and rotating broom attachment will be as follows:

Score (%)	Guarantees and Warranties on the Skid Steer Loader's Diesel motor, Hydraulic components, structure and electrical/controls: Maximum 5 points
100	For guarantee on all 4 components of the equipment > or = 24 months for Diesel motor, Hydraulic components, structure and electrical/controls = 100%
80	For guarantee on at least 3 components of the equipment > or = 24 months and the remaining 1 > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 80%
60	For guarantee on at least 2 components of the equipment > or = 24 months and the remaining 2 > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 60%

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40	For guarantee on at least 1 component of the equipment > or = 24 months and the remaining 3 > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 40%
20	For guarantee on components of the equipment > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 20%
0	For guarantee on any components of the equipment < 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 0%

Score (%)	Guarantees and Warranties on Corrosion Protection of Skid Steer Loader: Maximum 5 points
100	Corrosion Protection Guarantee > or = 10 years = 100% of points
80	Corrosion Protection Guarantee > or = 8 years but less < 10 years = 80% of points
60	Corrosion Protection Guarantee > or = 7 years but less < 8 years = 60% of points
40	Corrosion Protection Guarantee > or = 6 years but less < 7 years = 40% of points
20	Corrosion Protection Guarantee > or = 5 years but less < 6 years = 20% of points
0	Corrosion Protection Guarantee < 5 years = 0 % of points

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

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Skid Steer Loader	Track Record	Tender Schedule: T2.2-14
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Tenderers are required to demonstrate their, or their OEM's, experience in the supply of Skid Steer Loaders, with the performance capacity (payload in kg that the SSL can handle with each scoop of the bucket) equal or greater than 500 kg, over **the last 5 years**, and to this end shall supply a sufficient detailed comprehensive reference list with Skid Steer Loader's details and contact details of existing customers. If Suppliers also hire out these units, new units acquired for this purpose can also be added to the reference list.

#	Name of Previous Customer	Contact Details	Capacity	No. of Units	Year
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Additional pages can be added as required.

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The scoring of the Track Record for the Skid Steer Loader will be as follows:

Score (%)	Track Record for supply of Skid Steer Loader: Maximum points 20
100	> or = 20 units score 100% of points
80	> or = 16 but < 20 units scores 80%
60	> or = 12 but < 16 units scores 60%
40	> or = 8 but < 12 units scores 40%
20	> or = 4 but < 8 units scores 20%
0	< 4 units score 0 points

Signed

Date

Name

Position

Tenderer _____

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

Skid Steer Loader	Compliance to Employer's Technical Specification	Tender Schedule: T2.2-15
Tenderers are to complete this schedule with regards to Compliance to the Employer's Technical Specification. Note that this schedule is cross-referenced and must be read in conjunction with the Technical Specification "TPT_TS_SSL Rev 3". Elements of this document not completed will be deemed as non-compliance to that particular clause. In as far as possible Tenderers are to provide brochures, specifications, etc. to substantiate their compliance to the clauses in the Technical Specifications. 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 clauses where they indicate compliance. Note: Items greyed out will not be used in scoring the Compliance to Employer's Technical Specifications as they are already accounted for in the Technical Evaluation Scorecard.		
<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant) and reference to Technical Specification "TPT TS SSL Rev 3"</u>
1. Scope		
1		
2. Operational Requirements		
2.1 Site Specific Requirements		
2.1.1		
2.1.2		
2.1.3		
2.1.4		
2.1.5		
2.1.6		
2.1.7		
2.1.8		
2.1.9		
2.1.10		
2.1.11		
2.1.12		
2.2 Ergonomics Operator's Cab		
2.2.1		
2.2.2		
2.2.3		
2.2.4		
2.2.5		

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2.2.6		
2.2.7		
2.2.8		
2.2.9		
2.2.10		
2.2.11		
2.2.12		
2.2.13		
2.2.14		
2.2.15		
3. Technical Requirements		
3.1 Chassis		
3.1.1		
3.2 Engine		
3.2.1		
3.2.2		
3.2.3		
3.2.4		
3.2.5		
3.2.6		
3.2.7		
3.2.8		
3.2.9		
3.3 Transmission		
3.3.1		
3.3.2		
3.4 Road Wheels		
3.4.1		
3.4.2		
3.4.3		
3.4.4		
3.4.5		
3.4.6		
3.5 Brakes		
3.5.1		
3.6 Hydraulic System		
3.6.1		
3.6.2		

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3.6.3		
3.6.4		
3.6.5		
3.6.6		
3.7 Fuel Tank		
3.7.1		
3.7.2		
3.7.3		
3.7.4		
3.7.5		
3.7.6		
3.8 Electrical		
3.8.1		
3.8.2		
3.8.3		
3.8.4		
3.8.5		
3.8.6		
3.8.7		
3.8.8		
3.8.9		
3.8.10		
3.8.11		
3.9 Instrumentation		
3.9.1		
3.9.2		
3.10 Air-conditioner		
3.10.1		
3.10.2		
3.10.3		
3.10.4		
3.10.5		
3.10.6		
3.10.7		
3.11 Painting		
3.11.1		
3.11.2		
3.11.3		

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3.11.4		
3.11.5		
3.12 Signage and Markings		
3.12.1		
3.12.2		
3.12.3		
3.12.4		
3.12.5		
3.12.6		
4. Safety and Environment		
4.1 Safety Requirements		
4.1.1		
4.1.2		
4.1.3		
4.1.4		
4.1.5		
4.1.6		
4.1.7		
4.1.8		
4.2 Environmental Requirements		
4.2.1		
4.2.2		
5. Maintenance		
5.1 Lubrication		
5.1.1		
5.1.2		
5.1.3		
5.2 Accessibility		
5.2.1		
6. General		
6.1		
6.2		
6.3		
6.4		
7. Referenced Specifications		
7.1 Standard Specifications		

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7.2 Employer Specifications		
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The scoring of the Compliance to Employer's Technical Specification for the Skid Steer Loader will be as follows:

Score (%)	Compliance to Employer's Technical Specification for supply of Skid Steer Loaders: Maximum points 25
100	>=104 compliant clauses = 100 % of points
80	<104 but >=98 compliant clauses = 80 % of points
60	<98 but >=92 compliant clauses = 60 % of points
40	<92 but >=86 compliant clauses = 40 % of points
20	<86 but >=80 compliant clauses = 20 % of points
0	< 80 compliant clauses = 0 % of points

Signed _____ Name _____ Position _____ Date _____

Tenderer _____

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Skid Steer Loader	Delivery Lead Time	Tender Schedule: T2.2-16
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The Tenderer must submit a holistic programme for the delivery of the Skid Steer Loaders, showing the duration and location of each major related activity e.g. manufacture / assembly of modules and/or the complete Skid Steer Loader, testing of each module and/or the complete Skid Steer Loader, cold commissioning, disassembly (if applicable), shipping of parts / modules or complete Skid Steer Loader, site erection stages (if applicable), final testing, commissioning, training and endurance test.

The programme must be in the form of a Gantt or Bar chart, clearly indicating key dates for progress measurements and/or payments due.

Further to the programme, the Tenderer must complete the required information below, indicating the duration in months from the order placement date, i.e. letter of award, to the indicated milestone.

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

The scoring of the Delivery Lead Time for the Skid Steer Loader will be as follows:

Score (%)	Delivery Lead Time: Maximum 25 points
100	< or = 5 months = 100 % of points
80	> 5months & < or = 6 months = 80 % of points
60	> 6 months & < or = 7 months = 60 % of points
40	> 7 months & < or = 8 months = 40 % of points
20	> 8months & < or = 9 months = 20 % of points
0	> 9 months = 0 % of points

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

Signed

Date

Name

Position

Tenderer:

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY.

Skid Steer Loader	Compliance to Eligibility Criteria	Tender Schedule: T2.2-17
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Tenderers are to list in this schedule compliance to the Eligibility Criteria of the Skid Steer Loader.
Tenderers are to provide brochures, drawings, specifications, etc. to substantiate their compliance to the eligibility criteria. **Tenderers to note the "Type of proof required" for the respective eligibility criteria. Failure to provide the required proof will be considered as non-compliance to the clause.**
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.
Note: Bidders need to comply to all eligibility criteria to continue to the next evaluation phase.

Parameter for Skid Steer Loader	Comply (Yes/No)	Type of proof required
Bucket rated operating mass capacity is at least 900 kg		Brochure, drawing or specification.
Clearance at maximum lift is at least 2250 mm		Brochure, drawing or specification.
The reach at dump height is at least 600 mm.		Brochure, drawing or specification.
The SSL bucket width to be at least 1650 mm.		Brochure, drawing or specification.
The travelling speed that the SSL must be able to obtain is at least 15 km/hr.		Confirmation (Yes) on this returnable.
Skid steer loader to be supplied with a quick change coupler system to facilitate quick interchangeability between different attachments.		Confirmation (Yes) on this returnable.
Final colour of skid steer loader is RAL3020 (red)		Confirmation (Yes) on this returnable.
Skid steer loader offered has an enclosed cabin, with air conditioner		Confirmation (Yes) on this returnable.

TRANSNET PORT TERMINALS

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

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Skid Steer Loader	Supplier's Specifications	Tender Schedule: T2.2-18
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Tenderers are to list in this schedule all specifications applicable to the Skid Steer Loader offered.

In as far as possible Tenderers are to provide brochures, specifications, etc. to support the below information.

Parameters for Skid Steer Loader	Value / Detail	Comments
The payload (kg) that the SSL can handle with each scoop of the bucket.		
The bucket capacity (SAE heaped) of the SSL bucket (cubic meters).		
The dump clearance at maximum lift, and maximum dump angle.		
The reach at dump height.		
Bucket width.		
The travelling speed that the SSL can obtain.		
Capacity of fuel tank (liters)		
Duration, in hours, the skid steer loader can operate on one tank of fuel.		
Fuel tank construction material.		
Skid Steer Loader offered is fitted with a seat belt (Yes / No)		
Number of coats of paint		

TRANSNET PORT TERMINALS

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Paint thickness (microns)		
Other "Value-add" systems; designs; innovations		
1.		
2.		
3.		

The scoring of the Bucket capacity (SAE heaped in cubic metres) for the Skid Steer Loaders will be as follows:

Score (%)	Bucket Capacity of Skid Steer Loaders: Maximum points 5
100	For bucket capacity > or = 0.4 m3 then 100% of points
80	For bucket capacity < 0.4 m3 and > or = 0.37 m3 then 80% of points
60	For bucket capacity < 0.37 m3 and > or = 0.35 m3 then 60% of points
40	For bucket capacity < 0.35 m3 and > or = 0.32 m3 then 40% of points
20	For bucket capacity < 0.32 m3 and > or = 0.3 m3 then 20% of points
0	For bucket capacity < 0.3 m3 then 0% of points

The scoring of the speed that the Skid Steer Loader can attain will be as follows:

Score (%)	Speed of Skid Steer Loaders: Maximum points 5
100	If > or = 17 km/hr, then 100% of points.
80	If < 17 and > or = 16,6 km/hr, then 80% of points.
60	If < 16,6 and > or = 16 km/hr, then 60% of points.

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40	If < 16 and > or = 15,5 km/hr, then 40% of points.
20	If < 15,5 and > or = 15 km/hr, then 20% of points.
0	If < 15 km/hr, then 0% of points.

The scoring of the Duration, in hours, skid steer loader can operate on one tank of fuel for the Skid Steer Loader (SSL) will be as follows:

Score (%)	Duration, in hours, skid steer loader can operate on one tank of fuel: Maximum points 5
100	For SSL operating > or = 12 hours on one fuel tank = 100% of points
80	For SSL operating > or = 11 but < 12 hours on one fuel tank = 80% of points
60	For SSL operating > or = 10 but < 11 hours on one fuel tank = 60% of points
40	For SSL operating > or = 9 but < 10 hours on one fuel tank = 40% of points
20	For SSL operating > or = 8 but < 9 hours on one fuel tank = 20% of points
0	For SSL operating < 8 hours on one fuel tank = 0% of points

The scoring of the paint thickness and number of coats for the Skid Steer Loader will be as follows:

Score (%)	Paint thickness and number of coats of Skid Steer Loader: Maximum points 5
100	Paint thickness > or = 300 microns and at least 3 coats paint = 100%
80	Paint thickness > or = 270 but < 300 microns and at least 3 coats paint = 80%
60	Paint thickness > or = 250 but < 270 microns and at least 3 coats paint = 60%
40	Paint thickness > or = 220 but < 250 microns and at least 3 coats paint = 40%
20	Paint thickness > or = 200 but < 220 microns and at least 3 coats paint = 20%
0	Paint thickness < 200 microns or less than 3 coats paint = 0%

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY.

Skid Steer Loader	Recommended and Critical Spares List	Tender Schedule: T2.2-19
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Note to Tenderer:

Tenderers are to complete this schedule with regards to recommended and critical spares required for the first year of operation (approximately 2,000 hours).

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

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

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Etc.					

Additional pages to be added as required.

Signed

Date

Name

Position

TRANSNET PORT TERMINALS

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Tenderer

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

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

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-19 VENDOR REGISTRATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

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

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

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

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

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

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

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

7. As per the communique dated 04 March 2016 addressed to the **Members of the IRBA**, as of **30 September 2016**, the IRBA will no longer be the 'Approved Regulatory Body' as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).'

TRANSNET PORT TERMINALS

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APPENDIX A

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name? ☐ Yes ☐ No

If **YES** state, the previous details below:

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

Your Current Company's VAT Registration Status

VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

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Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million	>R10Million <R50Million	>R50Million
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Does your company have a valid B-BBEE certificate?	Yes	No							
Please indicate your Broad-Based BEE status (Level 1 to 9)	1	2	3	4	5	6	7	8	9
Majority Race of Ownership									
% Black Ownership	% Black Women Ownership	% Black Disabled person(s) Ownership	% Black Youth Ownership						
% White Ownership	% Indian Ownership	% Coloured Ownership							
Please Note: Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in Appendix C and D respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.									

Supplier Development Information Required			
EMPOWERING SUPPLIER	YES	☐	NO ☐
FIRST TIME SUPPLIER	YES	☐	NO ☐
SUPPLIER DEVELOPMENT PLAN	YES	☐	NO ☐
DEVELOPMENT PLAN DOCUMENT	* If Yes- Attach supporting documents		
ENTERPRISE DEVELOPMENT BENEFICIARY	YES	☐	NO ☐
SUPPLIER DEVELOPMENT BENEFICIARY	YES	☐	NO ☐
GRADUATION FROM ED TO SD BENEFICIARY	YES	☐	NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT	YES	☐	NO ☐

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

TRANSNET PORT TERMINALS

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APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

TRANSNET PORT TERMINALS

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APPENDIX C

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisations - i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996;

TRANSNET PORT TERMINALS

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	c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

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

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

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

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

Deponent Signature

.....

Date

.....

TRANSNET PORT TERMINALS

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Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – a) who are citizens of the Republic of South Africa by birth or descent; or b) who became citizens of the Republic of South Africa by naturalisation. i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

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	b) Black people who are youth as defined in the National Youth Commission Act of 1996; c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) (e) Black military veterans who qualifies to be called a military f) veteran in terms of the Military Veterans Act 18 of 2011;"
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list and the rest will be provided by the supplier:

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

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

C1.1: Form of Offer & Acceptance

Offer

The Employer, 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 TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2 IN THE PORT OF DURBAN, AS A ONCE OFF 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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words) - N/A	

This Offer may be accepted by the Employer 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 *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

**For the
tenderer:**

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

Name &
signature of
witness

Date

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* 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 *Employer* 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: Works Information
Part C4	Site Information

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 Employer 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 Employer's agent (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 date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer 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
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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 Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer 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 Employer during this process of Offer and Acceptance.

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 857/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

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 Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet Port Operation a division of Transnet SOC Ltd (Registration No. 1990/000900/30)

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	Address	Registered address: Transnet Port Terminals 202 Anton Lembede Durban 4001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminals 202 Anton Lembede Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	Hlengiwe Mthimkhulu
	Address	202 Anton Lembede Durban 4001
	Tel	031 361 8708
	e-mail	Hlengiwe.Mthimkhulu@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	TBC
	Tel No.	TBC
	e-mail	TBC
11.2(13)	The <i>works</i> are	FOR THE MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY
11.2(14)	The following matters will be included in the Risk Register	Refer Risk Register
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English

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13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	3 months
31.2	The <i>starting date</i> is	TBC
4	Testing and Defects	
42.2	The <i>defects date</i> is	3 Months from date of quality inspection
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day 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 affected 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 Standard Bank of South Africa.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Not applicable
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2, AS A ONCE OFF SUPPLY

Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) 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 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
3 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 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
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions, and conditions of the SASRIA coupon
Cover / indemnity	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 contract value subject to a minimum of R2,500 and a maximum of R25,000.

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Note:

The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1

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

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components, or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & 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 *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**

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		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 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.
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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> 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 OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	

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B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	South Africa
	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 of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1(a)	The <i>base date</i> for indices is	30 days from RFP closing date

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X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	The price must be fixed, and firm and escalation percentages and relevant indices must be provided
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	1 % per day of the total price of the purchase order
X16	Retention	Applicable to services
X16.1	The retention fee amount is	Nil
	The retention percentage is	2 % on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil (this is the default position depending on a risk assessment; therefore, this can go up to Total of the Prices)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	3 months after Completion of the whole of the <i>works</i>

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**Z *Additional conditions of
contract are:***

TRANSNET PORT TERMINALS

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**Z3 Additional clauses relating to
Joint Venture**

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* 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:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**

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iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**

- **Financial requirements for the Joint Venture:**

iv. **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;**

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

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

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

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- **commenced business rescue proceedings (R22)**
- **repudiated this Contract (R23)**

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Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 1. 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. 2. Secret – 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. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing, or hostile elements to neutralise the objectives and functions of an organ of state.

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Z6	Additional Clause Relating to Collusion in the Construction Industry	
Z6.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z7	Protection of Personal Information Act	
Z7.1		The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
Z9	Anti-Corruption Warranty	
Z9.1		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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C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

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		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in	Annexure		
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

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PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions:	3

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C2.1 Pricing instructions:

The *Purchaser's* Price Schedule is listed below and is a summation of the Tenderers price 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 will 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) basis. However, a DAP (Incoterms 2010, Port of Durban will be accepted, provided the contractor agrees to reimburse the Employer in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2010, e.g., Customs VAT, cargo

Transnet payment terms will be as follows: 100% payment on hand over of completed unit.

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

Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

1.2. General assumptions

- 1.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 1.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.

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

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- 1.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 1.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 1.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 1.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 1.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

1.3. Departures from the *method of measurement*

1.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

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Pricing schedule

Transnet payment terms will be as follows: 100% payment on hand over of completed unit.

Item	Activity Description	Quantity	Rate	Total Price
1.	MAIN OFFER			
1.1	The manufacture, supply, delivery, and commissioning of two (2) skid steer loaders at the Durban Container Terminal Pier 2.	2		
1.2	The familiarization training of operational and maintenance personnel at Durban Container Terminal Pier 2.	Lot		
	Total Excl VAT (to be transferred to the Form of Offer)			

Item	Activity Description	Quantity	Rate	Total Price
2	PRICED OPTIONS			
2.1	Provide a priced recommended spares list for the units in 1.2.1.1 for the first year of operation. Prices of spares to be valid for one year.	Lot		
2.2	Provide a maintenance contract for a period of 2 years for the skid steer loaders in 1.2.1.1.	Lot		
Public Holidays				

Notes: All rates to include disbursements (including travel, accommodation etc)

Signature(s)

Name(s)

Capacity

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PART 3: SCOPE OF GOODS

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's Goods Information</i>	
C3.2	<i>Supplier's Goods Information</i>	
	Total number of pages	11

C3.1 PURCHASER'S GOODS INFORMATION FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF TWO (2) SKID STEER LOADERS AT DURBAN CONTAINER TERMINAL PIER 2 IN THE PORT OF DURBAN

1. Description of the Goods

1.1. Background

The Durban Container Terminal contribute to the economy of South Africa by facilitating the import and export of Containers. Two (2) skid steer loaders are required to support the Durban Container Terminal Pier 2.

1.2. The scope of Goods

1.2.1. Main Offer

1.2.1.1. The manufacture, supply, delivery and commissioning of two (2) skid steer loaders at the Durban Container Terminal Pier 2. (Supplier shall refer to 4.1.2.1 for site specific requirements.)

1.2.1.2. The familiarization training of operational and maintenance personnel at Durban Container Terminal Pier 2.

1.2.2. Priced Options

1.2.2.1 Provide a priced recommended spares list for the units 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 maintenance contract for a period of 2 years for the skid steer loaders in 1.2.1.1.

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 skid steer loader 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 skid steer loader has completed the 40 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 *Supply Manager*. It is envisaged that at least monthly contract management meetings, plus weekly site meetings during the delivery/erection phase and daily meetings during the commissioning phase, will be held. The *Supplier* must present all relevant information including quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings. The *Supply Manager* shall arrange for regular inspections during the manufacturing phase in accordance with agreed hold and witness points and shall also be used as a manufacturing progress report evaluation.

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

3.2 Documentation control

The *Supplier* shall submit all documentation (including correspondence and drawings) to Transnet (*Purchaser*) standards and 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. Documentation to be submitted to the *Purchaser's* Documentation Control at e-mail GRP-TPT_DBNDocControl@transnet.net.

3.3 Safety risk management

All aspects of on-site works must comply with the Health and Safety requirement as per Transnet Integrated Management System (TIMS) Health and Safety Contractor Specification Guidelines and the OHS act No 85 of 1993.

3.4 Environmental constraints and management

All aspects of the *works* must comply with the *Purchaser's* TIMS Environmental and Sustainability Contractor Specification Guideline, the TIMS Construction 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

Refer to TIMS Quality Contractor Specification Guideline and EEAM-Q-009 for the *Purchaser's* Quality Management.

Special attention must be paid to the following:

- 3.5.1 Quality management objectives.
- 3.5.2 Documentation and change control procedures.
- 3.5.3 Quality control procedures that will apply to purchased materials.
- 3.5.4 Quality control plan for all components manufactured or supplied to ensure conformance.
- 3.5.5 The identification of suitable hold points to ensure proper quality assurance throughout manufacturing.
- 3.5.6 Quality control of all welding and corrosion protection activities.
- 3.5.7 The quality control procedure that will apply to erection and painting on site.

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

3.6.7.1 The contract programme "baseline" activity bar

3.6.7.2 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:

3.6.8.1 percentage complete;

- 3.6.8.2 forecast completion date;
- 3.6.8.3 deviations from the baseline programme; and
- 3.6.8.4 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:

- 3.6.9.1 progress against the current approved contract programme;
- 3.6.9.2 summary of progress achieved during the period;
- 3.6.9.3 list of milestones achieved during the period;
- 3.6.9.4 status of design, procurement, and off-site works;
- 3.6.9.5 status of on-site works;
- 3.6.9.6 deviations from the contract programme "baseline", and in particular, the forecast completion dates of activities which have or should have commenced;
- 3.6.9.7 status of approvals;
- 3.6.9.8 actual or anticipated problems with corresponding action plans to minimise the impact;
- 3.6.9.9 summary of works planned for the following period, and
- 3.6.9.10 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 Durban Container Terminal in the Port of Durban:

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NOTE: The Mechanical and Electrical personnel that will be made available for training are existing maintenance personnel and would only require familiarisation training. The operators to be trained are **not** certified Skid Steer Loader operators and would require operator certification at the end of the training.

Terminal	DCT Pier 2
Mechanical	10
Electrical	10
Operators / Operator Trainers	12

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

All maintenance personnel that have undergone successful training are to be issued with a certificate of competence by the Supplier.

All operators are to be trained by an accredited service provider. Operators that have undergone successful training are to be issued with operator certification to operate the equipment.

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 comply with the *Purchaser's* Technical Specification for Skid Steer Loaders, document number: TPT_TS_SSL Rev 3.

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. 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 skid steer loaders are as follows:

- 4.1.2.1 Bucket rated operating mass capacity is at least 900 kg
- 4.1.2.2 Clearance at maximum lift is at least 2250 mm
- 4.1.2.3 Reach at dump height is at least 600 mm
- 4.1.2.4 Bucket width is at least 1650 mm
- 4.1.2.5 Skid steer loader to be supplied with a quick change coupler system to facilitate quick interchangeability between different attachments
- 4.1.2.6 Bucket capacity (SAE heaped) is preferred to be at least 0,4 m3
- 4.1.2.7 Skid steer loader speed is at least 15 km/hr (i.e. two speed travel), but higher speed is preferred

4.1.3 Environmental Conditions

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

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

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

4.1.4 Operating and maintenance manual

The *Supplier* shall provide 3 hardcopies and 2 electronic copies of all the operating and maintenance manuals in English.

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.

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 2, in the Port of Durban, South Africa. The skid steer loaders are to be delivered to the CVR workshop at the Durban Container Terminal Pier 2. The areas of operation for the skid steer loaders are within the premises of the Durban Container Terminal 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*.

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:

- 6.2.2.1.1 Pre-commissioning tests to be performed by the *Supplier*
- 6.2.2.1.2 Performance test recording the speeds of all motions under various load conditions
- 6.2.2.1.3 Overload tests
- 6.2.2.1.4 Stability tests
- 6.2.2.1.5 Tests to prove the integrity of the safety devices, limit systems and emergency systems

- 6.2.2.1.6 Tests to prove the integrity of all service brakes and emergency brakes
- 6.2.2.1.7 Functional tests
- 6.2.2.1.8 Operational tests under simulated conditions
- 6.2.2.1.9 General inspection for final quality, including paint quality

The *Supplier* will be required to show practically and analytically that the equipment can 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 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). 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 Lifting Machinery Inspector, 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.

The Endurance Test will constitute a minimum of 40 hours. The *Purchaser* will operate the equipment for the 40 hour endurance test which will be done under working conditions. The equipment will be operated by the *purchaser* under guidance of the *supplier*.

Note: Operators will require to be trained and certified prior to the start of the endurance test, to enable the operators to operate the machine and conduct the endurance test.

The *Purchaser* will Take-Over the equipment on successful completion of the 40 hour endurance test. If the equipment fails the 40 hour endurance test and the actual rectification of defect/fault takes longer than 0.5 hours, the endurance test shall commence afresh on the equipment.

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*

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

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

7 Plant and Materials standards and workmanship

7.1 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.

7.2 General

7.2.1 All Plant and Materials shall be new.

TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 857

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) SKID STEER LOADERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 2 IN THE PORT OF DURBAN, AS A ONCE OFF SUPPLY.

- 7.2.2 All Plant shall be installed according to the manufacturer's recommendations.
- 7.2.3 All Plant must be securely mounted on the equipment such that vibration and movement will not dislodge any components.
- 7.2.4 All rotating components shall be statically balanced before fitting. High speed rotating components shall also be dynamically balanced.
- 7.2.5 All fatigue sensitive welds on manufactured components shall be post weld heat treated by local burr grinding and shot preening afterwards.

TECHNICAL SPECIFICATION

SUBJECT : SKID STEER LOADER

DOCUMENT NO : TPT_TS_SSL

REV NO. : 3

DATE OF ISSUE : 23 March 2015

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1. Scope

This specification is for a diesel engine driven, four wheel drive skid steer loader with hydraulically actuated lifting mechanism that will be used for the handling of residual bulk and break bulk commodities.

The skid steer loader (SSL) shall be supplied complete in all respects, including standard equipment supplied by the manufacturer and shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended or equivalent international standard for mobile lifting equipment such as ISO, DIN, etc.

The SSL shall be designed to operate in a coastal corrosive environment, under heavy dust laden conditions, suitable for the handling of coarse and abrasive material, as well as sludge and slurries, and must be able to operate on any floor surface and negotiate speed bumps.

2. Operational Requirements

2.1 Site Specific Requirements

Refer to the Goods Information for the following specific requirements:

- 2.1.1 The materials to be handled and their densities.
- 2.1.2 The bucket capacity (m³ as per SAE heaped) of product that the SSL is required to handle with each scoop of the bucket.
- 2.1.3 The payload (kg) that the SSL must be able to handle with each scoop of the bucket.
- 2.1.4 The dump clearance at maximum lift, and maximum dump angle.
- 2.1.5 The reach at dump height (horizontal distance from front of tyre to bucket leading edge at maximum lift and maximum dump angle).
- 2.1.6 The SSL bucket width. Note that the width of the SSL shall at no point exceed the width of the bucket.
- 2.1.7 The travelling speed that the SSL must be able to obtain, and whether machine has a single speed or two speed transmission.
- 2.1.8 Any additional attachments terminal requires for the SSL.
- 2.1.9 Any additional operator control function requirements in the cabin.
- 2.1.10 Requirements for rear view cameras, and the size of the monitor to be mounted in the cabin.
- 2.1.11 Requirements for a load speaker system to enable the operator to communicate with people in the surrounding area.

- 2.1.12 Requirement for a spare set (4 off) of solid tyres complete with rims.

2.2 Ergonomics

Operator's Cab

- 2.2.1 A fully enclosed, centre mounted cab which is ergonomically designed, well insulated and weather proof, providing maximum drivers visibility and comfort is required.
- 2.2.2 The cab shall be of robust construction, shall be ROPS/FOPS certified, and designed for all round (360 deg) vision, as well as vertical visibility, i.e. a roof window.
- 2.2.3 The cab shall be designed in a manner to prevent the ingress of dust generated due to product handling, and shall be pressurised.
- 2.2.4 A comfortable, full suspension, fully adjustable, sprung type seat, in accordance with EN 13059, complete with arm rests and seat belt, and upholstered with a good quality durable liquid resistant cleanable leather type material, shall be fitted.
- 2.2.5 The noise inside the cab shall not exceed 65 dBA.
- 2.2.6 All glass shall be anti – glare scratch proof tinted heat-treated toughened safety or toughened laminated glass.
- 2.2.7 Electric windscreen wipers and windscreen washers shall be provided on the front windows.
- 2.2.8 Windows shall be lockable in both the open and closed positions.
- 2.2.9 The cab door shall be the hinged type, lockable in the closed position, and equipped with a stay to hold it in the open position.
- 2.2.10 Driver's seat shall be fitted with a safety bar. If driver is not seated and safety bar in the 'lock' position, SSL shall not be able to start.
- 2.2.11 An interior light shall be fitted.
- 2.2.12 The operators cab shall be air-conditioned as per the requirements of section 3.10.
- 2.2.13 Bolt on foldable wide view mirrors, to allow access into confined spaces, shall be fitted on both sides of the cab.
- 2.2.14 A demister/heater, in addition to an air conditioner, with a minimum two speed blower shall be supplied.
- 2.2.15 The ventilation system shall be appropriately filtered to prevent the ingress of dust generated due to product handling.

3. Technical Requirements

3.1 Chassis

- 3.1 A steel chassis is required.

3.2 Engine

- 3.2.1 Engines shall be robust, four stroke liquid cooled and have sufficient power for the duty required.
- 3.2.2 The air cleaning system (cyclone or similar) shall be designed to prevent the ingress of dust into the engine.
- 3.2.3 The exhaust outlet must be of the 'goose neck' type to prevent the ingress of water under any operational or non-operational conditions.
- 3.2.4 The exhaust pipe shall be from stainless steel.
- 3.2.5 The exhaust pipe must be protected by a stainless steel heat shield if it is exposed and could cause injury to the driver or any other person.
- 3.2.6 The outlet manifold must be protected by a heat shield if exposed when the engine compartment is opened.
- 3.2.7 An engine monitor and cut-out system shall be fitted to protect the engine from over heating, low oil pressure, over revving and other abnormal operating conditions.
- 3.2.8 The engine management system shall allow for shutting the engine down, whilst ensuring that the terminal operational equipment remains operational, when the seat is not occupied for a predetermined time lapse. (Supplier to indicate the time period. However, facility must be available to allow Purchaser to adjust the time period.)
- 3.2.9 The engine shall comply with "EUROMOT III" with regard to emission standards.

3.3 Transmission

- 3.3.1 A single speed (low range) fully automatic hydrostatic transmission is required, unless otherwise stated in the Goods Information.
- 3.3.2 The transmission shall be fitted with a tamperproof mechanical or electronic forward/reverse protection device to protect the machine should the driver engage reverse whilst the machine is still moving forward and vice versa.

3.4 Road Wheels

- 3.4.1 Tyres manufactured in the Republic of South Africa or tyres which are readily available in South Africa shall be fitted.
- 3.4.2 Tyres and rims must conform to the standards as laid down in S.A.N.S. ARP 007 and ARP 008 and shall be of an approved brand.
- 3.4.3 The tenderer shall supply the machine with heavy duty pneumatic tyres.
- 3.4.4 Where possible, the front and rear tyres must be the same size and ply rating, and the rims interchangeable between front and rear.
- 3.4.5 A tyre pressure monitoring system shall be provided.
- 3.4.6 A spare set of solid tyres and rims shall be provided if requested in the Goods Information.

3.5 Brakes

- 3.5.1 The SSL shall be fitted with an efficient braking system capable of stopping and holding when fully loaded on a gradient of 1:3.

3.6 Hydraulic System

- 3.6.1 An efficient filter must be incorporated in the suction line to the hydraulic pump.
- 3.6.2 The oil reservoir shall be fitted with a sight glass suitable for visual inspection of the fluid level.
- 3.6.3 The hydraulic system shall comprise of suitable preventative and protection features to prevent over heating and pressure loss.
- 3.6.4 Test points for testing hydraulic pressures must be fitted. These points must be grouped together. Where possible, steel tubing, which shall be treated with suitable corrosion protection, in lieu of rubber hosing, must be used for hydraulic lines.
- 3.6.5 All hydraulic fittings shall be wrapped with a petrolatum impregnated tape or sprayed with a petrolatum primer to prevent corrosion.
- 3.6.6 All hydraulic cylinder rams shall be fitted with suitable bellows to protect the sealing surfaces.

3.7 Fuel Tank

- 3.7.1 The tank capacity shall allow for enough fuel for an eight hour shift.
- 3.7.2 The fuel line between the tank and the fuel pump shall be fitted with an in-line strainer.
- 3.7.3 A water trap and in-line fuel filter shall be fitted after the pump.
- 3.7.4 The fuel cap(s) shall be lockable with an attachment to the body of the SSL.
- 3.7.5 The tank must be fitted with a lockable manual drain valve.
- 3.7.6 The tank must be manufactured from 316L stainless steel.

3.8 Electrical

- 3.8.1 A 24 volt negative earth system is required.
- 3.8.2 An alternator (current regulator) shall be supplied.
- 3.8.3 Two heavy duty maintenance free 12V battery(s) shall be supplied and fitted in a suitable lockable corrosion proof battery carrier or tray. Details of battery carrier to be supplied.
- 3.8.4 A battery isolating switch, with an attachment to the body of the SSL, shall be fitted.

- 3.8.5 All electric wiring shall be colour coded, grommited, numbered, sleeved, trunked and securely clamped. Wire numbers to be carried through into the schematic diagrams and detailed drawings.
- 3.8.6 An easily accessible fuse panel shall be supplied.
- 3.8.7 An electrical power take off point for boost charging the batteries shall be supplied and fitted with a two pin female receptor rated for 600V 175A .
("ANDERSON" or equivalent)
- 3.8.8 Electronic components must be protected from the surge in power whilst jump starting. Details of protection system used shall be furnished.
- 3.8.9 The machine shall be fitted with the following minimum lighting system:
- 2 x headlamps
 - 2 x LED tail lights
 - 2 x LED stop lights
 - 2 x LED front and 2 x LED rear direction indicator lights
 - 2 x LED reverse lights coupled to an automatic reverse warning sound mechanism
 - An amber strobe light shall be fitted in such a manner as to not hinder the operator
 - Automatic reverse warning alarm
- 3.8.10 In addition to the above the machine shall be fitted with working lights located in at least the following positions:
- Two forward facing LED lights, mounted at the top front of the cabin
 - Two rearward facing lights, mounted at the top rear of the cabin, to switch on only when reverse is engaged.
- 3.8.11 A spare 12 Volt connection shall be made available in the operator's cabin for the connection of a two-way radio.

3.9 Instrumentation

- 3.9.1 The following instruments or gauges, amongst others, shall be fitted and these must be clearly visible to the operator at all times:
- Speedometer with odometer
 - Rev counter
 - Temperature indication for engine coolant and over heating
 - Fuel level indication
 - Engine oil pressure indication and warning light
 - Engine hour meter
 - A back lit instrument panel is required
- 3.9.2 All additional instruments and gauges that will be fitted shall be listed separately.

3.10 Air-conditioner

- 3.10.1 Ambient temperatures encountered may range from 0° C to +45° C dry bulb, with relative humidities varying from 15% to 100%.
- 3.10.2 All the components must be dust proof and watertight.
- 3.10.3 The air must be distributed environmentally and not directly onto the driver, and must regulate the temperature between 18° C and 24° C (dry bulb).

- 3.10.4 Braided flexible tubing must be used to make connections to the compressor.
- 3.10.5 Air-conditioner shall be locally supported with spares available locally.
- 3.10.6 When operator's cabin door/s is left open the air-conditioner shall switch off after a predetermined time lapse. (Supplier to indicate the time period.)
- 3.10.7 The air-conditioner shall be fitted with a heavy duty air filter.

3.11 Painting

- 3.11.1 The SSL shall be painted in accordance with Specification EEAM-Q-008 for Corrosion Protection. (The manufacturer's standard painting procedure can be used if it is equivalent or better than that called for above. Full details of these specifications and procedures shall be clearly stated if tenderer proposes to use another system, and is to be approved by the TPT Supply Manager prior to fabrication.)
- 3.11.2 The colour scheme of the vehicle shall be as follows:
 - Cab and body painted red to colour specification RAL 3020.
 - Wheel rims painted red to colour specification RAL 3020.
 - Bucket and bucket arms painted red to colour specification RAL 3020.No other colours will be accepted.
- 3.11.3 All joints on the chassis shall be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces.
- 3.11.4 Drain holes shall be provided in areas where water can accumulate.
- 3.11.5 All paintwork shall carry a minimum ten year warrantee against corrosion.

3.12 Signage and Markings

- 3.12.1 A machine data plate shall be fitted in the cab.
- 3.12.2 Warning stickers shall be provided at all locations on the SSL that impose a danger.
- 3.12.3 Information stickers in specific locations to assist the driver/maintenance staff with the operation/maintenance of the SSL shall be supplied.
- 3.12.4 A fuse diagram shall be displayed at the fuse box.
- 3.12.5 Retro-reflective tape shall be fitted to both sides and the rear of the SSL.
- 3.12.6 The Transnet Logo (white on the red background) is to be provided on each side of the machine. (Position and size to be agreed.)

4 Safety and Environment

4.1 Safety Requirements

- 4.1.1 The SSL shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended.
- 4.1.2 Access steps and safety handrails shall be provided.

- 4.1.3 All surfaces where operating or maintenance personnel shall tread must be laid out with non-slip material.
- 4.1.4 Suitable fire extinguishers shall be provided.
- 4.1.5 An audible hooter shall be fitted with a minimum sound level of 93dB as per SANS 10169:2004.
- 4.1.6 The SSL shall be fitted with suitable headlamps, tail / stop lights, reverse lamp and buzzer, direction indicator lights (front and rear), and an amber strobe light. In addition the machine shall be fitted with working lights. (Refer 3.8.9 & 10.)
- 4.1.7 The SSL shall be fitted with Falling Object and Roll Over Protection Systems.
- 4.1.8 An automatic reverse warning sound mechanism shall be fitted, and shall be in the range of 80 - 85 dB.

4.2 Environmental Requirements

- 4.2.1 The bucket and hydraulic systems to be designed in a manner to prevent contamination of product due to hydraulic spills, leaks, etc.
- 4.2.2 The SSL shall be recyclable.

5 Maintenance

5.1 Lubrication

- 5.1.1 A list of all recommended lubricants and the associated application shall be furnished by the supplier before the machine is delivered.
- 5.1.2 The machine must be fitted with a centralised manual greasing system.
- 5.1.3 The grouped grease points must be clearly marked by means of a yellow circle of approximately 2,5 cm in diameter.

5.2 Accessibility

- 5.2.1 All replaceable items including (but not limited to) critical components shall be designed for easy access, removal and replacement.

6 General

- 6.1 All components fitted and supplied shall be new.
- 6.2 The machine shall be to I.S.O. Metric Standards, and instrumentation gauges, dials, etc. shall be graduated in Systeme International (S.I.) units.
- 6.3 The machine must be supplied with detailed maintenance, operating, training and spares manuals (in English), including technical data for each spare, as well as general arrangement drawings and a bill of materials. Maintenance manuals to have sufficient information to allow terminal to capture

maintenance schedules in terms of inspections, servicing and replacement of parts. Three hardcopies and two electronic copies of the operating, maintenance, training and spare parts manuals shall be provided, as well as a training manual for each trainee.

- 6.4 The vehicle will only travel within the boundary of the port; however it shall comply with the requirements of The South African Road Traffic Act where applicable.

7. Referenced Specifications

7.1 Standard specifications

The following, not necessarily comprehensive, list of standard specifications are relevant:

ANSI/AWS D1.1 Structural Welding Code - Steel
BS-EN 287 Part 1 Approval testing of welders/fusion welding
BS EN ISO 15614-1:2004+A2:2012 Specification and qualification of welding procedures for metallic materials.
BS EN 1011-2:2001 Welding. Recommendations for welding of metallic materials Arc welding of ferritic steels
BS EN ISO 17640:2010 Non-destructive testing of welds. Ultrasonic testing. Techniques, testing levels, and assessment
BS EN ISO 17636-2:2013 Non-destructive testing of welds. Radiographic testing X- and gamma-ray techniques with digital detectors
BS 5493 Code of practice for protective coating of iron and steel structures against corrosion
DIN 1026 Metric channels
ISO R657 Angles
BS EN ISO 898-1:2013 Mechanical properties of fasteners made of carbon steel and alloy steel Bolts, screws and studs with specified property classes. Coarse thread and fine pitch thread
BS 3692:2001 ISO metric precision hexagon bolts, screws and nuts.
SANS 121/ISO1461 Hot-dip (galvanized) zinc coatings
SANS 1091 National colour standards for paint
SANS 1431 Weldable structural steels

Regardless of which specifications are actually worked to when manufacturing Plant and Materials, such Plant and Materials shall be capable of satisfactorily passing all tests laid down in the standard specifications called for.

7.2 Employer specifications

The following Employer specifications are relevant:

EEAM-Q-006	Structural steelwork
EEAM-Q-008	Corrosion protection
EEAM-Q-009	Quality Management

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