



Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF SPECIALIST SERVICES FOR OFFSHORE BUNKERING AND SHIP TO SHIP TRANSFER OF LIQUID BULK IN THE NELSON MANDELA BAY PORTS

RFP NUMBER	: TNPA/2022/06/0489/5185/RFP
ISSUE DATE	: 26 July 2022
COMPULSORY BRIEFING	: 05 August 2022
CLOSING DATE	: 30 September 2022
CLOSING TIME	: 12h00 PM
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 persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

DESCRIPTION	Provision of Specialist Services for Offshore Bunkering and Ship to Ship Transfer of Liquid Bulk in the Nelson Mandela Bay Ports
TENDER DOWNLOADING	This RFP may be downloaded directly from Transnet e-Tender Submission Portal and National Treasury's e-Tender Publication Portal. (refer to section 3, paragraph 2 below for detailed steps).

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Port of Ngqura on the 03 August 2022, at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p>
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	Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	12:00pm on 31 August 2022 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender 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:

- 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.

4. DISCLAIMERS

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

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



- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable T2.2-11, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

Part C3: Scope of Services	C3.1 Scope of Services
C.1.4	The Employer's agent is:
	Procurement Lead
	Name: Alfred Matsepe
	Address: Transnet National Ports Authority 2nd Floor, Admin Building (eMendi) N2, Neptune Road, Off Klub Road Port of Ngqura, Port Elizabeth, 6212
	Tel No. 011 308 1678 / 060 571 0804
	E – mail Alfred.matsepe@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

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

- a) Only tenderers with a minimum B-BBEE status level 4 of contributor are eligible to submit a tender offer.
- b) Tenderers are required to submit a valid B-BBEE certificates or Sworn Affidavits together with the tender submission.

The list of potential sub-contractors that are registered on the National Treasury Central Supplier Database (CSD) must be accessed as follows:

- Log on to the CSD website on <http://secure.csd.gov.za/>.
- Click on Search and select Subcontractor Search; and
- Enter the Procurement reference number (.....), and
- Click on "Run Search".

All Sub-Consultants must be registered on the National Treasury CSD by closing date.

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

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60** points.

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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1 Identification details: The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:
Employer's Agent: Alfred Matsepe

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 **31 August 2022**

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

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

C3.11 The minimum number of evaluation points for functionality is **60**.

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.

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Programme	The tender must provide a programme, which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the <i>Employer's</i> requirements and within the stipulated timeframes.		
	Programme must be in Primavera 6 scheduling software or MS Projects.	1	

	Show the capability meet the required timeframe	3	20
	Clearly show the sequencing of all deliverables /activities.	2	
	Identify a realistic project critical path.	2	
	Identify all relevant project milestones like a project start, important milestones and project completion	3	
	Including Employer project start, site access and completion dates.	2	
	Show time risk allowance.	2	
	The programme must support the approach paper.	3	
	The minimum Programme level must be Level 3.	2	
T2.2-04 Management & CV's	The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents and information as a minimum with the tender		
	Organisational Structure	5	25
	Relevant Experience	10	
	Adequacy for the assignment and qualifications	10	
T2.2-05 Previous Experience	Tenderers are required to demonstrate their experience in the delivery of similar services, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience		
	List of projects for Tenderer and Specialists.	10	25
	Detailed description of 5 most recent similar projects for Tenderer and Specialists.	15	
T2.2-06 Approach Paper	Tenderers are to submit a project specific Approach Paper highlighting the categories below:		
	<i>As a minimum the detailed Approach Paper should include:</i>		30
	Approach is clearly articulated and based on the Scope of Services	15	
	Demonstrates a clear understanding of the project objectives	15	
Maximum possible score for Functionality			100

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

- T2.2-03 Programme

-
- T2.2-04 Project Organogram, Management & CVs of Key Persons
 - T2.2-05 Previous Experience
 - T2.2-06 Approach Paper

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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 achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

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

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer

or potentially compromise the tender process and persons in the employ of the state.

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

the tenderer:

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

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

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

T2.2-02 **Stage Two: Eligibility Criteria Schedule** – B-BBEE Status Level/EME or QSE

2.1.2 Stage Three: these schedules will be utilised for Functionality evaluation purposes:

T2.2-03 **Evaluation Schedule:** Programme

T2.2-04 **Evaluation Schedule:** Management & CV's

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

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

2.1.3 Returnable Schedules:

General:

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

Agreement and Commitment by Tenderer:

T2.2-09 Non-Disclosure Agreement

T2.2-10 RFP Declaration Form

T2.2-11 RFP – Breach of Law

T2.2-12 Certificate of Acquaintance with Tender Document

T2.2-13 Service Provider Integrity Pact

T2.2-14 Compulsory Enterprise Questionnaire

T2.2-15 Supplier Code of Conduct

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

1.3.2 Insurance:

T2.2-17 Insurance provided by the Consultant

1.3.3 Transnet Vendor Registration Form:

T2.2-18 Supplier Declaration Form

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions Activity Schedule

2.5 C2.2 Priced Activity Schedule

3. Scope of Services

T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name or member of a Joint Venture)

Represented
By:

(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Emendi Boardroom, TNPA Admin Building Port of Ngqura, N2, Naptune Road Off Klub Road Port of Nqcura Port Elizabeth 6212	
On (date)	05 August 2022	Starting time: 10:00

Attendance of the above company/joint venture at the meeting was confirmed:

Name	Alfred Matsepe	Signature	
	For and on Behalf of the Employers Agent.	Date	05 August 2022

T2.2-02 Eligibility Criteria Schedule: B-BBEE Status Level:

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level.

It is a specific tendering condition that tenderers:

- With a minimum B-BBEE status level 4 of a contributor are eligible to submit a tender offer.
- Tenderers are required to submit a valid B-BBEE certificates or Sworn Affidavits together with the tender submission.

A tenderer that fails to submit the Valid B-BBEE certificate or Sworn Affidavit and meet the stipulated pre-qualifying criteria will result in the tender submission being disqualified from further evaluation.

T2.2-03: Evaluation Schedule: Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera P6 or MS Projects.

The tenderer shall provide a proposed programme at a minimum **Level 3** showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the activities that will take place in order to Provide the Works, clearly indicating the capacity & capability to deliver the services in accordance with the *Employer's* requirements and within the specified timeframes.
- Dates when the *Consultant and appointed Specialists* will need access to any part of the Sites for required inspections and specialist investigations.
- The *Consultant* indicates how they plan on achieving the specified timeframes and clearly demonstrates them on the schedule per each specified Task - Start Date, Planned Completion, Key Dates for each activity outlined in the Tasks and Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper to be submitted as part of T2.1 List of Returnable.

The scoring of the Programme will be as follows:

	Programme must be in Primavera 6 scheduling software or MS Project.	Show the capability meet the required timeframe.	Clearly show the sequencing of all deliverables /activities.	Identify a realistic project critical path.	Identify all relevant project milestones like a project start, key milestones and project completion.	Including Employer project start, site access and completion dates.	Show time risk allowance.	The programme must support the approach paper.	The minimum Programme level must be Level 3
	1	3	2	2	3	2	2	3	2
Score 0	The tenderer has submitted no information.								
Score 20	The programme is not in Primavera or MS Project.	The programme exceeds the completion duration by fifteen (15) days.	The activities consist of more than three (3) open-ended activities (Lack predecessors or successors).	The programme does not have a critical path due to open-ended activities.	The tenderer did not address all project milestone requirements.	The tenderer has not addressed all date requirements.	The tenderer has not demonstrated Time Risk Allowance (TRA).	No alignment between programme and approach paper.	The submitted programme does not show level structure.
Score 40		The programme exceeds the completion duration by ten (10) days.	The activities consist of three (3) open-ended activities (Lack predecessors or successors).	The programme does not have a clear critical path due to constraints imposed on	The tenderer has addressed some but not all project milestone requirements.	The tenderer has addressed one (1) date requirement.	The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities and not assigned	Critical errors and or omissions in alignment between programme and approach paper.	The submitted programme is at Level 1

				activities.			to specific activities and/or critical components of the scope which are known to be subject to uncertainty.		
Score 60		The programme exceeds the completion duration by five (5) days.	The activities consist of two (2) open-ended activity (Lack predecessors or successors).	The programme consists of a critical path, but it is not clearly reflected on the Gantt Chart.	The tenderer has addressed all project milestone requirements, but all are not linked to their main activities.	The tenderer has addressed two (2) date requirement.	The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) and is clearly reflected i.e. TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	Minor errors and or omissions in alignment between programme and approach paper.	The submitted programme is at Level 2
Score 80		The programme is in line with the	The activities consist of one (1) open-ended activity (Lack	The programme consists of a critical	The tenderer has addressed all project milestone	The tenderer has addressed all project milestone	The tenderer has demonstrated adequate	Programme and method statement are fully	The submitted programme is at Level 3

		completion duration of the project.	predecessor or successor).	path and clearly reflected on the Gantt Chart.	requirements, but some milestones are not linked to their main activities.	requirements correctly, but submission contains logical errors and sequencing which is not accurate and renders the submission unrealistic and unachievable.	provision for Time Risk Allowance (TRA) i.e. TRA in sufficient quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	aligned, and submission contains no critical errors or omissions.	
Score 100	The programme is in Primavera or MS Project.	Besides meeting the "80" rating, the tenderer has exceeded the expectations by showing an earlier project completion date.	All activities are clearly sequenced with no open-ended activities.	Besides meeting the "80" rating, the tenderer has clearly reflected the project critical path on the Gantt Chart with activities that are logically sequenced.	The tenderer has addressed all milestones requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.	The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations by clearly reflecting a time risk allowance in a form of a column.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	The submitted programme is at Level 4 or more.

T2.2-04: Evaluation Schedule: Project Organogram, Management & CVs of Key Persons

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents and information as a minimum with the tender: The list below is not exhaustive and may be added to by the tenderer:

1. Organizational structure clearly indicating Management and Specialist Functions for each Task and associated activities. Roles and responsibilities of each team member / Specialist contracted to deliver specified services must be indicated.
2. Details of the experience of Team Members/Staff and appointed Specialists that will be undertaking the required services with respect to the Specialist fields outlined below and described in the Scope of Services. Individuals and/or Specialists must have experience in dealing with similar processes and studies.
3. CV's showing the qualifications and experience of individual key staff and Specialist Consultants that will form part of the tenderer's team. It is acknowledged that the required specialist services may not relate to a specific tertiary qualification. In such instances the tenderer must clearly indicate the relevance of an individual's qualification and emphasise experience relating to similar services. Qualifications and experience relating to amongst others the following services to be included:
 - Consultants' Project Manager
 - Marine & Terrestrial Ecological services
 - Socio-economic Specialist services
 - Marine Navigation Specialist services. Key persons must have:
 - Extensive knowledge and experience in terms of management of bunkering and STS transfer operations
 - Clear understanding of risks associated with approaches and determining holding capacities of anchorage areas
 - Risk and HAZOP Specialist services
 - Specialist services relating to marine mapping and modelling
 - Marine Emergency response Specialist services
 - Stakeholder Engagement Specialist services

- Marine Engineering Specialist services. Key persons must have:
 - Extensive bunkering and STS Transfer operations related experience
 - Knowledge and experience in development of standard operating procedures for bunkering and STS transfer operations

Each CV should address the following, but not limited to:

- Personal particulars:
 - Name.
 - Place(s) of tertiary education and dates associated therewith.
 - Professional awards.
- Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
- Name of current employer and position in enterprise.
- Overview of post graduate experience (years, organizations and positions).
- Outline recent assignments/experience that has a bearing on the *Scope of Works*.

4.	Attached submissions to this schedule:
5.
6.
7.
8.
9.

The scoring of the staff and resources of the key persons will be as follows:

	Management & CV's of Key Persons (25)		
	Organisational Structure (5)	Relevant experience (10)	Adequacy for the assignment and qualifications (10)
(score 0)	Failed to provide information.		
(score 20)	Organisational Structure provided. No indication of function or Roles and Responsibilities of each team member.	Key staff do not have relevant levels of specialist experience and qualifications.	Key staff does not have project specific education, skills training and experience. Key staff only has a senior certificate.
(score 40)	Organisational	Key staff have limited levels of	Key staff has limited levels of

	Structure provided. Some indication of function of each team member but Roles and Responsibilities not specified.	specialist experience (more than 1 year but up to 2 years.	project specific education, skills, training and experience. Key staff only have a higher certificate.
(score 60)	Organisational Structure provided. Function of each team member specified. Roles and Responsibilities included but not adequately detailed.	Key staff have reasonable levels of specialist experience (more than 2 years but up to 4 years.	Key staff has reasonable levels of project specific education, skills, training and experience. Key staff have a 3 year degree or Diploma.
(score 80)	Organisational Structure provided. Function of each team member clearly specified. Roles and Responsibilities clear and detailed.	Key staff have extensive levels of specialist experience (more than 4 years but up to 6 years.	Key staff has extensive levels of project specific education, skills, training and experience. Key staff have a 4 year degree or Diploma.
(score 100)	Detailed Organisational Structure provided, including clear and precise indication of each team members' function and detailed, well-structured description of Roles and Responsibilities.	Key staff have outstanding levels of general experience (more than 6 years.	Key staff have outstanding levels of project specific education, skills, training and experience. Key staff have a Masters or PHD Degree.

T2.2-05: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar *services*, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience by showing the following:

- The Tenderer and his/her proposed Specialists has relevant experience relating to similar projects which is clearly indicated by a list of projects undertaken in the past 5 years. Lists of projects must be provided for the Tenderer and all specialists that may be required to be sub-contracted.
- A description of 5 most recent similar projects involved in must be provided including the Tenderer's and specialist roles.

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

Index of documentation attached to this schedule:
.....
.....
.....
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Previous Experience (25)		
	List of projects for Tenderer and Specialists (10)	Detailed description of 5 most recent similar projects for Tenderer and Specialists (15)
(score 0)	Failed to provide information.	
(score 20)	The Tenderer and Specialists' previous experience presented has little to no relevance to the scope of this project and did not adequately address the required categories.	Tenderer and Specialists generally have experience in one or two projects relating to scope of services. The tenderer and Specialists show limited or poor evidence of previous experience.
(score 40)	The Tenderer and Specialists previous experience presented in the list of projects has some relevance to the scope of work but lacks detail.	Tenderer and Specialists generally have experience in three (3) projects relating to scope of services. The tenderer and specialists lack convincing evidence of knowledge of previous experience, specific to the services.
(score 60)	The Tenderer and Specialists previous experience presented in the list of projects demonstrates sufficient knowledge and experience to successfully execute this project scope.	Tenderer and Specialists generally have experience in four (4) projects relating to the scope of services. Description of projects indicate that the tenderer and specialists have reasonable and relevant previous experience to the particular requirements of the services.
(score 80)	The Tenderer and Specialists previous experience presented in the list of projects demonstrate a real understanding and substantial evidence of the ability to meet the stated project requirements.	Tenderer and Specialists generally have experience in five (5) projects relating to the scope of services. The tenderer has extensive previous experience in relation to the services.
(score 100)	The Tenderer and Specialists previous experience presented demonstrates real confidence and an extensive understanding in all of the categories as required.	Tenderer and Specialists generally have experience in more than five (5) projects relating to the scope of services. The tenderer has comprehensive previous experience in projects of a similar nature.

T2.2-06: Evaluation Schedule: Approach Paper

The approach paper must respond to the scope of *services* and must outline the proposed approach / methodology in delivering each of the tasks/activities. The Tenderer must ensure that the approach paper clearly distinguishes between the various Tasks with its associated activities and specialist services as outlined in the Scope of Services. The Approach must clearly specify how the Tenderer intends to provide the required services in line with specified timeframes.

The tenderer must as such explain his / her understanding of the objectives of the *services* and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Approach Paper must be clearly aligned with the Programme and Organisational structure provided.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 15 pages.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

The scoring of the approach paper will be as follows:

Approach Paper (30)		
	Approach is clearly articulated and based on the Scope of Services (15)	Demonstrates a clear understanding of the project objectives (15)
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.	
(score 20)	The approach paper is not acceptable as it will not satisfy project objectives or requirements.	The tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project.
(score 40)	The technical approach and / or methodology is poor, not realistic and practical and is therefore unlikely to satisfy project objectives or requirements.	The tenderer has misunderstood certain aspects of the scope of services and does not deal with the critical aspects of the project.
(score 60)	The approach is generic and not tailored to address the specific project objectives and requirements.	The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic.
(score 80)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.	The approach adequately deals with the critical characteristics of the project. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
(score 100)	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.	The approach paper details ways to improve the project outcomes and the quality of the outputs.



T2.2-07: 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ hereby authorise Mr/Ms _____, acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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



C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor

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

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	Title or Details of Addenda
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.



T2.2-09 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet’s Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

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

2. CONFIDENTIAL INFORMATION

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

- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer



T2.2-10: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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.



Tender Number: TNPA/2022/06/0489/5185/RFP

Description of the Services: Provision of Specialist Services for Offshore Bunkering and Ship to Ship Transfer of Liquid Bulk in the Nelson Mandela Bay Ports

- 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.

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

IMPORTANT NOTICE TO RESPONDENTS

- 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 Respondent have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website www.transnet.net.
- 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 Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-11: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-12: 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.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
 - f) Tendering with the intention not winning the Tender.



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-13 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

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

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



Signature

Date

T2.2-14 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

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

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

¹"State" means –

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

SBD 4

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

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

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

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

YES / NO

2.7.1 If so, furnish the following particulars:

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

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

- Position occupied in the state institution:

Any other particulars:

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

YES / NO

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

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

YES / NO

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

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

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

YES / NO

2.8.1 If so, furnish particulars:

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

YES / NO

2.8.2 If so, furnish particulars.

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

YES/NO

2.9.1 If so, furnish particulars.



SBD 4

4 DECLARATION

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

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

Signature

Date

Position

Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of below R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured

entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or

bequeathed to a trustee to administer such property for the benefit of another person; and

(t) “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

8.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 Total number of years the company/firm has been in business: _____

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated



in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF TENDERER(S)
DATE:
ADDRESS
.....

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

SBD 9

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

T2.2-15 : Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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



Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature



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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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



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

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

YES	
------------	--

NO	
-----------	--



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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Company Name:

(Operator)

Authorised signatory for and on behalf of

who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-17: Insurance provided by the *Consultant*

Clause 81.1 in NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013) requires that the *Consultant* 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 *Consultant* 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 81.1 of the PSC)	Minimum amount stated in the Contract Data & Name of Insurance Company	Cover	Premium
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The amount stated in the Contract Data		
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	The amount stated in the Contract Data for any one event		
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
(Other)			

T2.2-18 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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



SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxx):

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	
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 EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
--	---------------------------	--	--

Does your company have a valid proof of B-BBEE status?			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					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans							
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:											

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

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



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

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	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

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”	<p>Black Designated Groups means:</p> <ul style="list-style-type: none">(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;(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 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

.....

Date

.....

Commissioner of Oaths

Signature & stamp



APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO 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:	

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

3. I hereby declare under Oath that:

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

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
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

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with 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.		

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:

Provision of Specialist Services for Offshore Bunkering and Ship to Ship Transfer of Liquid Bulk in the Nelson Mandela Bay Ports

The tenderer, identified in the Offer signature block, has

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the NEC3 PSC *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

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 *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.



Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Consultant* 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 Services

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms and *conditions of contract* 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 of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) 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)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1
2
3
4
5
6
7

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.

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

(Insert name and address of organisation)

Transnet SOC (Ltd)

Name & signature of witness

Date

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	
	dispute resolution Option and secondary Options	<p>G: Term contract</p> <p>W1: Dispute resolution procedure</p> <p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X9: Transfer of rights</p> <p>X10 <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name): Address	<p>Transnet SOC Ltd</p> <p>Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</p>
	Having elected its Contractual Address for the purposes of this contract as:	<p>Transnet National Ports Authority Admin Building (Emendi) N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6212</p>
11.2(9)	The <i>services</i> are	Provision of Specialist Services for Offshore Bunkering and Ship to Ship Transfer of Liquid Bulk in the Nelson Mandela Bay Ports

11.2(10)	The following matters will be included in the Risk Register	Shortage of construction water Inclement Weather Covid19 impact	
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
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	
13.3	The <i>period for reply</i> is	2 (two) weeks	
13.6	The <i>period for retention</i> is	5 (five) years following Completion or earlier termination.	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	Port of Ngqura 07 Nov 2022
			Port of Port Elizabeth 07 Nov 2022
3	Time		
31.2	The <i>starting date</i> is	01 November 2022	
11.2(3)	The <i>completion date</i> for the whole of the services is	30 June 2023	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.	
41.1	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	18th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.



		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i>.	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i>.	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks

death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*

General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the *Consultant* deems desirable in respect of each claim, without limit to the number of claims

0 Weeks

death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Consultant* arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.

0 Weeks

Motor Vehicle Liability Insurance

Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00

81.1 The *Employer* provides the following insurances

Professional Indemnity insurance in respect of failure of the *Consultant* to use the skill and care normally used by Professionals providing services similar to the *services*

General Third-Party Liability cover in respect of death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*

82.1	The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amount to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third-Party Liability policies the Consultants liability will be limited to the final total of the Prices.
9	Termination	No additional data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals of no longer than	4 (four) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> 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 (Southern Africa) will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	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 latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	Delay damages	

X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R500 per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the <i>Services</i> of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Renee De Klerk
	Address	Transnet National Ports Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6212
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the <i>services</i>.
Z	Additional conditions of contract	
	The <i>additional conditions of contract</i> are	
Z1	Obligations in respect of Joint Venture Agreements	

Z1.1

Insert the additional core clause 21.5

21.5.1 In the instance that the *Consultant* is a joint venture, the *Consultant* 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 *starting 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 constituents' 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 liability to the *Employer* to Provide the *services*;
 - ii. proof of separate bank account/s in the name of the joint venture;
 - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
 - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.

- Financial requirements for the Joint Venture:
 - i. 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;
 - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z1.2

Insert additional core clause 21.6

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

Z2 Additional obligations in respect of Termination

Z2.1 The following will be included under core clause 90.1:
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
- repudiated this Contract

Z2.2 *Clause 90.5 is added as an additional clause*
Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.

Z3 Right Reserved by the *Employer* to Conduct Vetting through SSA

Z3.1 The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Consultant* 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.

Z4 Additional Clause Relating to the *Employer's* rights to take appropriate action

Z4.1	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, exposed or confirmed tender rigging.
Z4.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	
Z5.1		The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.

Z6	Time
Z6.1	<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z7	Compensation Events
Z7.1	<p>Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i>.</p>
Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	<p>The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i>.</p>
Z9.2	<p>The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i>.</p>
Z10	Additional clauses relating to interpretation of the law
Z10.1	<p>Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.</p>
Z11	Employer's Step in rights
Z11.1	<p>If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i>, the <i>Employer</i>, without prejudice to his other rights, powers and remedies under the</p>

contract, may remedy the default either himself or procure a third party (including any *sub-consultant* or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z11.2

The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers' Agent* to achieve this end.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-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 151 to 159 of the PSC3 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>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation rate

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option G	3
C2.2	Pricing Schedule	5

C2.1 Pricing assumptions: Option G

C2.1.1 Pricing Instructions

- 1) The *Consultant* shall be paid under Option G (Term Service) for services performed.
- 2) The staff rates are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 3) The total annual cost of employment of a person is the total amount borne by the *Consultant* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; *Employer's* contribution to medical aid; group life insurance premiums borne by the *Consultant*; the *Consultant's* contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act.
- 4) The hourly rates for salaried professional or technical staff (staff rate category 4 in Pricing Schedule) shall not exceed that payable professionally qualified responsible for carrying out the service (staff rate category 3 in Pricing Schedule).
- 5) The hourly rates for salaried staff include all protective clothing and all standard equipment.
- 6) The staff rate for casual labour shall include the provision of all protective clothing.
- 7) Payment to a director or member not providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another relevant category.
- 8) The staff rates derived from the Pricing Schedule exclude value added tax.
- 9) The staff rates for categories 1 to 5 when staff travelling more than 1,5 hours from their normal place to or from a jobsite (or vice versa) shall be reduced.

C2.1.2 Expenses

- 1) A subsistence allowance is an amount intended to cover incidental costs incurred by reason of living away from home, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket expenses that are not paid for in terms of the contract.
- 2) A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.
- 3) Travel expenses may only be claimed in respect of the cost of transportation of the *Consultant's* staff from their usual place of business to the jobsite, and return from the jobsite to *Consultant's* usual place of business.
- 4) The transportation and accommodation costs and costs for excavation of test pits, boreholes, drilling, testing and sampling and making good, shall be multiplied by a factor to compensate the *Consultant* for any unrecovered costs associated with these items.
- 5) All air travel shall be in economy class on a scheduled airline.
- 6) Accommodation means a

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- a) bed and breakfast;
- b) guest house;
- c) self catering; or
- d) hotel having a star rating of 1, 2 or 3

as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

- 7) Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.
- 8) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.

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C2.2 Pricing Schedule

The *staff rates* are:

TASK	TASK DESCRIPTION	LUMP SUM PRICE OF TASK
1	Task 1: Environmental Risk Assessment and associated Specialist Requirements	
1.0	Marine and shoreline Ecological Assessment and associated activities	R
1.2	Socio-economic Assessment and associated activities	R
1.3	Mapping and Modelling and associated activities	R
1.4	Environmental Risk assessment and associated activities	R
1.5	Stakeholder Engagement for all project components	R
	TOTAL: TASK 1	R
2	TASK 2 – Regulation of Bunkering and STS Transfer Operations	
2.0	Holding Capacity Assessment and associated activities	
2.1	Operational Marine Safety Risk Assessment and associated activities	R
2.2	Review and Assess Regulation of Bunkering and STS transfer Operations	R
2.3	Assess Stakeholder Engagement requirements	R

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TASK	TASK DESCRIPTION	LUMP SUM PRICE OF TASK
2.4	Stakeholder Engagement for all project components	R
	TOTAL: TASK 2	R
3	TASK 3 – Emergency Preparedness and Response	
3.1	Review of Port of Ngqura Oil Spill Contingency Plan	R
3.2	Review and Assess Oil Spill Response Capacity	R
3.3	Review and assess Emergency Responses and associated activities	R
3.4	Review and assess Oiled Wildlife preparedness and response, and associated activities	R
3.5	Stakeholder Engagement for all project components	R
	TOTAL: TASK 3	R

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TASK	TASK DESCRIPTION				
4.	REPORTING (Based on the tenderer's proposed package plan)	Proposed Resource	Unit	Notional Hours	Lump Sum Amount
4.0	Task Order 1		hours		R
4.1	Task Order 2		hours		R
4.2	Task Order 3		hours		R
4.3	Allowance for bi-weekly technical meetings, monthly progress meetings, reports and presentation		hours		R
	Total: Reporting				R

NO.	<u>TASK SUMMARY</u>	<u>TOTAL</u>
1.	Environmental Risk Assessment and associated Specialist Requirements	R
2.	Regulation of Bunkering and STS Transfer Operations	R
3.	Emergency Preparedness and Response	R
4.	REPORTING	R
	TOTAL EXCLUDING VAT CARRIED TO FORM OF OFFER AND ACCPETANCE	R

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Description of the Services: Provision of Specialist Services for Offshore Bunkering and Ship to Ship Transfer of Liquid Bulk in the Nelson Mandela Bay Ports

C2.3 Staff rates and expenses

This section can be used when the staff rates and expenses should the employer request additional work.

Remember to state whether the staff rates and expenses exclude or include VAT.

The staff rates are:

No.	Designation (or category) or name of staff member	Basis of Staff rates (excluding VAT)
	Classification	Rate Per Hour
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
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25		

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Description of the Services: Provision of Specialist Services for Offshore Bunkering and Ship to Ship Transfer of Liquid Bulk in the Nelson Mandela Bay Ports

The expenses are:

No.	Category	Basis of expense, excluding VAT	Applicable parameter
1	Subsistence allowance	Amount per day	
2	Factor applied to costs for the excavation of test pits	Factor times cost	
3	Factor applied to transportation costs and accommodation	Factor times cost	
4	Private car or MPV		
	4.1 Engine capacity less than or equal to 1600cc	Cost per km in Rands	
	4.2 Engine capacity less than or equal to 1600cc	Cost per km in Rands	
5	PickUp vans and bakkies		
	4.1 Engine capacity less than or equal to 1600cc	Cost per km in Rands	
	4.2 Engine capacity less than or equal to 1600cc	Cost per km in Rands	
6	Printing		Black& white/colour
	6.1 A4 Sheet	Cost per Sheet in Rands	
	6.2 A3Sheet	Cost per Sheet in Rands	
	6. 3 A2 Sheet	Cost per Sheet in Rands	
	6.4 A1 Sheet	Cost per Sheet in Rands	
	6.5 A0 Sheet	Cost per Sheet in Rands	

PART C3: SCOPE OF SERVICES

Document reference	Title	No of pages
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	Total number of pages	28



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C3 Scope of services

DEFINITIONS

No.	Terminology	Description
1.	Port Limits	The seaward boundary of the area over which the Port has jurisdiction over navigation and operational procedures and, where specified within charter party, within which a vessel is considered an arrived ship.
2.	Liquid Bulk Cargo	<p>Liquid Bulk in terms of the scope of this document is defined as free-flowing liquid cargoes, which include Petroleum, Marine Fuel Oils and derivatives, LPG (liquefied petroleum gas), LNG (liquefied natural gas) and chemicals. There are different types of hazardous liquid bulk cargoes which include:</p> <ul style="list-style-type: none"> • Fire hazard: Determined by boiling point, flashpoint, and auto-ignition temperature of liquids; • Marine pollution hazard: Liquids likely to cause damage to the marine environment which is usually determined by bioaccumulation, risk to human health, and reduction of amenities; and • Air pollution hazard: Based on emergency exposure limit of the liquids.
3.	Bunkering	<p>Bunkering refers to the supply of fuel for use by ships, which entails the loading of fuel and distribution to available bunker tanks. Bunkering operations can be fixed, or mobile. Fixed bunkering includes Vessels taking fuel for use from a quayside manifold or road tankers on the quayside. Waterside bunkering can be done within the confines of a working Port or by means of offshore bunkering. These operations include a Bunker Barge refuelling a vessel along the quayside in the Port or a Bunker Barge conducting offshore</p>



		bunkering in a similar manner as it occurs within the confines of the Port.
4.	Ship-to-Ship Transfer	STS transfer refers to the transfer of a ship's cargo , which can be oil, petroleum products, LPG and LNG, between two merchant tanker vessels positioned alongside each other. STS Transfer operations can be undertaken when the vessels are stationary or underway. These operations can occur within the confines of the Port, or offshore within Port limits.

1 General description of the services

1.1 Employer's objectives

The Employer's objective is to enter into a Professional Services Contract (PSC) with a Service Provider to provide Project Management and Specialist Services within the Nelson Mandela Bay Ports, Port Limits, relating to the following:

- Marine Environmental Specialist Services;
- Maritime Navigation and other shipping related Specialist Services;
- Marine Engineering Services.

The above services are required to inform:

- i) Ship-to-Ship (STS) Transfer of liquid bulk and associated activities, offshore (outside Breakwater, within Port Limits) and within Port;
- ii) Bunkering and associated activities, offshore (outside Breakwater, within Port Limits) and within Port.

The Figures below indicate the project area and scope.

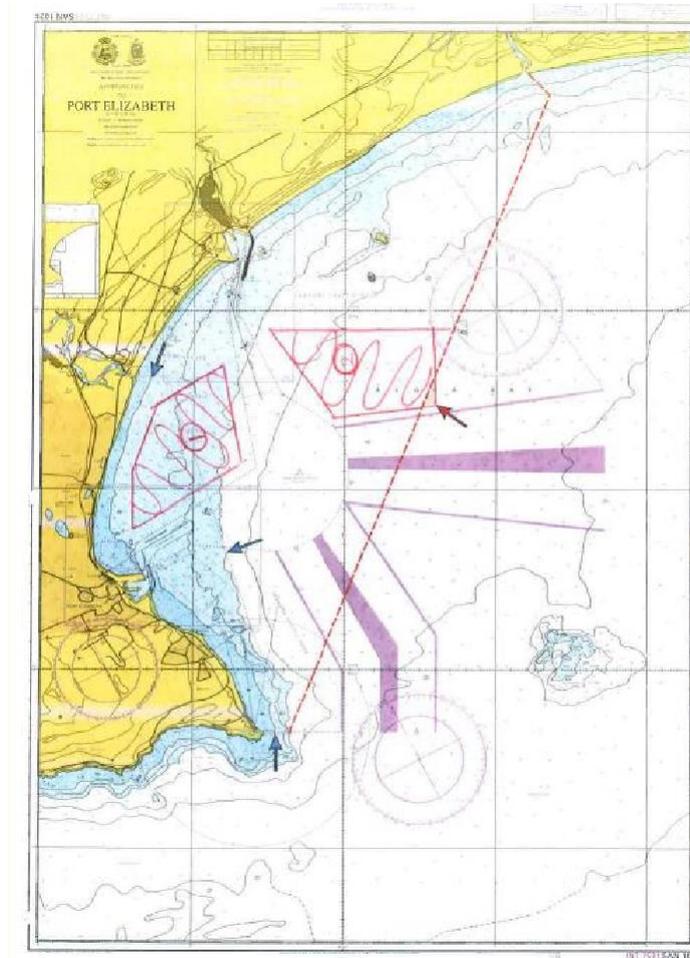


Figure 1: Anchorage 1 & 2

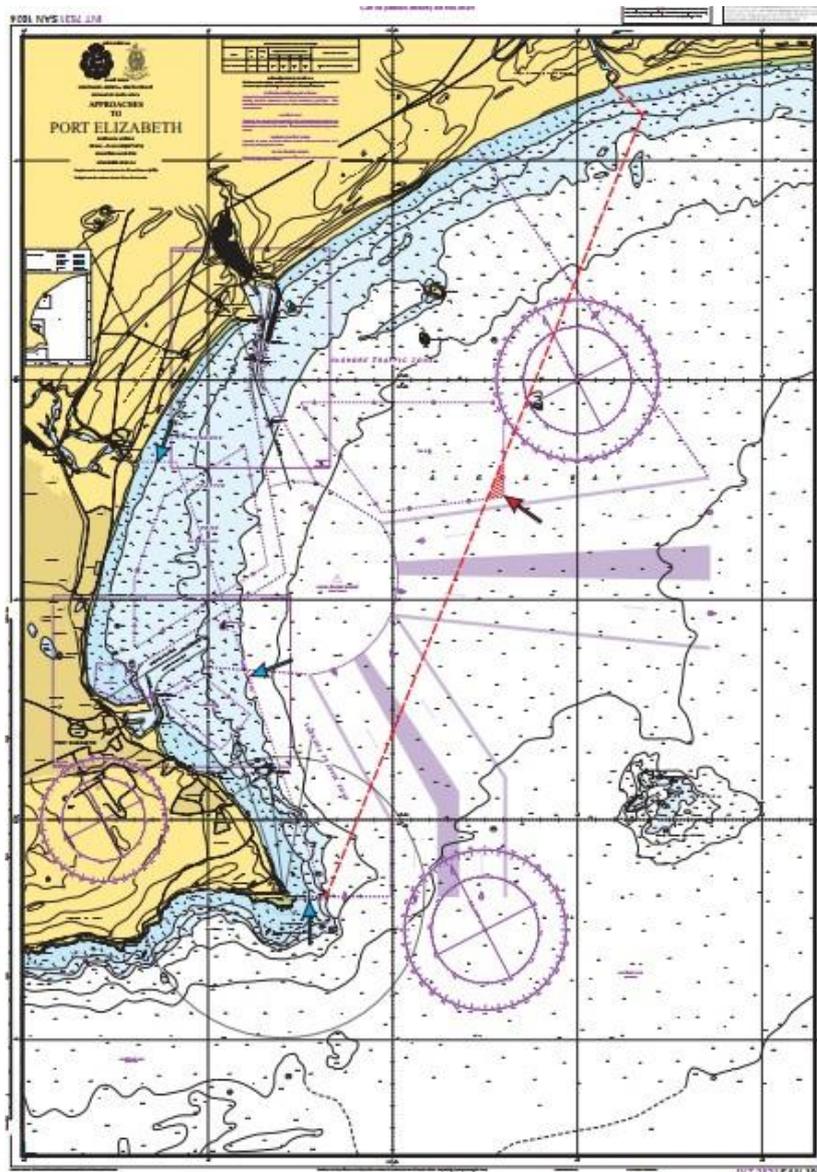


Figure 2: Area Scope

1.2 Background

Transnet National Ports Authority (TNPA) and the South African Maritime Safety Authority (SAMSA) have received various applications from Companies, to undertake Ship-to-Ship Transfers of liquid bulk and Bunkering, both offshore and within the Port Breakwaters, over the last number of years. Since commencement of Bunkering and STS Transfer operations, there has been a rapid increase in marine traffic within Algoa Bay.

The Port of Ngqura is located in close proximity to St Croix Island, which supports the largest breeding colony of African Penguins in the world and falls within the recently gazetted Algoa Bay Marine Protected Area (MPA). Current Bunkering and Ship-to-Ship Transfer operations within the Port Limits increase the risk of vessel collisions, risk of pollution and ultimately increased impacts on the marine biodiversity of the Bay, significantly.

Transnet acknowledges their responsibilities in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998) which amongst others require integrated environmental management and promotion of public consultation and participation. TNPA is committed to ensuring that Bunkering and Ship-to-Ship transfers within Port Limits are undertaken responsibly; and that all environmental and maritime safety risks are identified and sufficiently managed to avoid and/or minimise the impacts associated with these activities.

To this end, Transnet seeks to appoint a Service Provider with relevant knowledge, competence and experience to provide various marine / maritime specialist services that will ultimately:

- Inform the Regulation of STS Transfers and Bunkering within Port Limits; and
- Allow the Ports to adequately/effectively prevent and respond to environmental and safety incidents that may occur due to these Operations, with a key focus on the prevention of spills.

1.3 Objective

The tasks necessary to provide the required services are detailed in Section 4 below, however, the exclusion of one or more of the tasks or portions thereof from this contract will be solely at the discretion of the Employer in terms of the NEC3 PSC Option G contract. The Service Provider therefore needs to price in such a way that the rates offered in this tender hold good irrespective of the number of tasks or portions thereof that are ultimately awarded or issued under this contract by the Employer. The Service Provider will comply with the relevant Transnet requirements, policies and procedures. The scope of services shall be executed as per the Tasks listed below. The Service Provider shall ensure that relevant/key Stakeholders are engaged/involved at all times during delivery of the Listed Tasks and shall obtain input from these stakeholders throughout each process.

A detailed description of each Task is provided in Section 4.

Task 1: Environmental Risk Assessment and associated Specialist requirements

The Service Provider is required to appoint suitably qualified Specialists with relevant knowledge, competence and experience to provide the following Specialist Services:

- **Marine and Shoreline Ecological Assessment which shall include:**
 - Assessment of the Environmental Carrying Capacity of Anchorage Areas 1 and 2 in terms of the number, sizes and types of vessels that can be accommodated for Bunkering and STS Transfer operations, at any given point in time.
 - Confirming the possibility of dedicating specific areas within Anchorage 1 and 2 for bunkering and STS transfer operations, and advise on areas most suitable for this purpose.
 - Identification and assessment of impacts of potential spillages and other incidents on the marine and shoreline ecology of Algoa Bay within the study area.

- **Socio-economic Assessment which shall include:**

- Identification and assessment of socio-economic impacts of potential spillages on inter alia the Tourism, Aquaculture and Fishing Industries within Algoa Bay.
- Investigating possible funding mechanisms that could be initiated to sustain industries that may be directly affected by major oils spills that may emanate from Offshore Bunkering and STS Transfer of liquid bulk Operations within Algoa Bay.

- **Mapping and modelling which shall include:**

- Mapping the extent of the bunkering and STS transfer footprint within the Port Limits and overlay the footprint onto key environmental sensitive features such as the Algoa Bay Islands, reefs, fish and squid spawning and/or nursery sites, whale and dolphin tracks etc.
- Undertaking Emergency Spill Response Modelling to ensure all spill scenarios that could potentially emanate from Bunkering and STS Transfer Operations in the Port Limits, are taken into consideration. Modelling must take into account current weather patterns of Algoa Bay, long waves, tides, wind and wind directions, currents etc.
- Confirm the possibility of dedicating specific areas within Anchorage 1 and 2 for bunkering and STS transfer operations.

- **Environmental Risk Assessment which shall include:**

- Identification and assessment of environmental risks associated with day-and-night-time Offshore Bunkering and STS Transfer Operations.
- Developing a Risk Register for Day and Night-time Bunkering and STS Transfer Operations.
- Providing detailed management and mitigation measures that must be implemented to minimise risk significance and the impacts thereof.

Task 2: Regulation of Bunkering and STS Transfer Operations

The Service Provider is required to appoint suitably qualified Specialists with relevant knowledge, competence and experience to provide the following Specialist Services:

- **Holding Capacity Assessment and related Specialist Investigations which shall include:**

- Determining the holding capacity of Anchorages 1 and 2 to confirm the maximum number, types and sizes of vessels and commodities that can be accommodated within the Anchorage areas for Bunkering and STS Transfer Operations.

- **Operational Marine Safety Risk Assessment which shall include:**

- Identification and assessment of day-and-night-time marine safety risks that may be associated with Offshore Bunkering and STS transfer of liquid bulk Operations within Port Limits.
- Undertake a Hazard and Operability (HAZOP) Study of specific activities associated with the abovementioned Operations.
- Identification and assessment of risks and impacts on Navigational safety in the event of a spill, fire or explosion that may result from Bunkering and STS Transfer Operations.
- Developing a Risk Register for Day and Night-time Bunkering and STS Transfer Operations.
- Providing detailed management and mitigation measures that must be implemented to minimise risk significance and the impacts thereof.

- **Regulation of Bunkering and STS Transfer Operations which shall include:**

- A review of all TNPA regulatory processes and procedures currently in place for Bunkering and STS Transfer of liquid bulk operations within Port Limits;
- Undertaking a review of all relevant legislation, and International Maritime standards that govern bunkering and STS Transfer operations within Port Limits;
- Identify any potential gaps in the current regulatory process; (**Review Bunkering license conditions in particular STS and possible relevant pricing based on international standards.**)
- Develop a Code of Practice (COP) that outlines processes to be followed and aspects to be considered prior to granting permission to Operators for Bunkering and STS Transfer Operations within Port Limits.

- **Stakeholder Engagement Plan**

- Develop a Stakeholder Engagement Plan (SEP) to inform the Regulation of Bunkering and STS Transfer Operations which shall as a minimum include:
 - A list of relevant key stakeholders;
 - Type and level of engagement required for each key stakeholder;
 - Frequency of Engagements.

Task 3: Emergency Preparedness and Response

The Service Provider is required to appoint suitably qualified Specialists with relevant knowledge, competence and experience to provide the following Specialist Services:

- **Review and Update Port of Ngqura Oil Spill Contingency Plan which shall include:**

- Undertaking a review and gap analysis of the current Oil Spill Contingency Plan for the Port;

-
- Revising the Oil Spill Contingency Plan to align with current and envisaged future Port Operations (including offshore bunkering and STS Transfer Operations), relevant legislation and other relevant Specific Plans.
 - **Review and Assess Oil Spill Response Capacity which shall include:**
 - Undertaking a detailed review and assessment of the oil spill response capacity of:
 - TNPA at the Port of Ngqura and Port of Port Elizabeth;
 - Other responsible authorities and organisations within Algoa Bay.
 - **Emergency Response Procedure which shall include:**
 - Developing a detailed Emergency Response Procedure for the Port of Ngqura and Port of Port Elizabeth that will ensure an effective and timeous response to offshore spillages and/or other related incidents such as fires or explosions within Port Limits and the Port Breakwaters.
 - Providing systematic guidelines for spill response including notification of key stakeholders, deployment of boats and response equipment, seabird and marine mammal rescue operations, establishment of Joint Operational Committees as well as functions, roles and responsibilities of various parties.
 - **Oiled Wildlife Response Procedure which shall include:**
 - Developing an Oiled Wildlife Preparedness and Response Procedure in consultation with SANCCOB, SANParks and Bayworld, to guide the collection, transportation, cleaning and treatment of oiled seabirds and marine mammals in the event of oil or other hazardous chemical substance Spills in Algoa Bay, due to offshore bunkering, STS Transfers or other shipping related operations.
 - Specifying roles and responsibilities of various parties and providing relevant updated contact information of these parties.

2 Management and start up

2.1 Documentation control

The Service Provider shall submit all documentation complying with the Employer's standards and requirements. The Service Provider will issue all relevant documentation to the Employer, but control, maintenance and handling of these documents will be the Service Provider's sole responsibility and at its expense, and managed with a suitable document control system. Transfer of documents between parties should be submitted through the TNPA Document Control Department.

2.2 Health & Safety Requirements

The Service Provider and all appointed Specialists shall comply with all relevant TNPA Health and Safety Specifications and Requirements, Procedural Compliance with the Occupational Health and Safety Act, 1993 and its' applicable Regulations, as well as any other specifications and requirements that may be imposed for activities undertaken as outlined in this Scope of Services.

Ensuring compliance with Health and Safety requirements shall be entirely at the Service Provider's cost. All costs that are not explicitly stated shall be deemed to have been allowed for in the rates and prices.

The Service Provider shall, in particular, comply with the following:

- The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The Service Provider shall produce proof of registration and good standing with the Compensation Commissioner in terms of the Act and submit with the tender.
- Occupational Health and Safety Act (OHS Act), Act 85 of 1993.
- Merchant Shipping Act (57 of 1954), Maritime Occupational Safety Regulations, 1994 and any amendments of the Regulations.
- The Provisional Ordinances and Local Authority by-laws and all relevant regulations framed there under;
- National Ports Act, (12 of 2005);
- Port Rules;
- Any written instruction from the Harbour Master.

The Service Provider, his/her employees as well as any other sub-consultants or specialists appointed shall have valid medicals and safety inductions when accessing or working within Port Operational Areas. Proof of these induction records shall be submitted to the Employer's Agent. The inductions will be conducted at a time and location arranged by the TNPA SHERQ Department. The Service Provider should allow for this in his/her pricing.

All personnel working on site should have attended the health and safety induction course and be in possession of a permit to access the various areas within the Ports of Ngqura and Port Elizabeth.

2.3 Quality assurance requirements

The onus rests on the Service Provider to produce work, which will conform in quality and accuracy of detail to the requirements of the activities to be undertaken. Quality control will be managed as per the Service Provider's internal quality control procedures and any additional quality control requirements that may be stipulated in this document.

2.4 Service Provider's management, supervision and key people

The Service Provider shall provide an organizational structure showing key personnel and specialists and their lines of authority and communication.

2.5 Insurance provided by the Employer

Procedures for making insurance claims can be obtained from the Employer's Agent.

2.6 Contract change management

The standard reporting forms that shall be used will be provided to the Service Provider.

3 Procurement

3.1 People

3.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one **of** the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

3.2 Subcontracting

3.2.1 Preferred sub-consultants

The Service Provider shall not appoint or bring sub-consultants onto site without the prior approval of the Employer's Agent, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the Service Provider.

The Service Provider will be required to appoint specialists (where such specialist services are not available in-house) to undertake activities as specified in the description of services below. Curriculum Vitae (CVs) of all specialists should be included in the Service Provider's submission so that they can be approved by TNPA.

3.2.2 Sub-consultant documentation, and assessment of sub-consultant tenders

The Service Provider shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to the agreement between Transnet and the Service Provider.

3.2.3 Attendance on sub-consultants

The Service Provider shall ensure that the quality assurance requirements placed on him under this Contract are transferred to any sub-consultants.

3.2.4 Plant and Materials

Equipment or materials will not be provided as "free issue" by the Employer.

3.3 Management structures

The Professional Services Contract shall indicate who the Transnet project manager is. The project manager is fully empowered to act on behalf of Transnet for the services covered by the Contract. The project manager will accept, or not accept, the Service Provider's assessment of the amount due in terms of the contract.

4 Description of the services

There has been an increased demand for bunkering & STS Transfer of liquid bulk operations within the Port Limits in Algoa Bay over the last number of years. TNPA in consultation with SAMSA may allow Operators who wish to undertake the aforementioned activities within the Ports or Port Limits, as governed by the National Ports Act, 2005 (Act no 12 of 2005).

TNPA is committed to ensuring that Bunkering and Ship-to-Ship transfers within Port Limits are undertaken responsibly; and that all environmental and maritime safety risks are identified and sufficiently managed to avoid and/or minimise the impacts associated with these activities

A need therefore exists to:

- Identify and assess potential environmental risks that may be associated with Bunkering and STS Transfers of Liquid Bulk (as defined in this document) Operations;
- Identify and assess potential navigational risks and other related process safety risks that may be associated with Bunkering and STS Transfers of Liquid Bulk Operations;
- Based on the findings of the risk assessments, identify measures to be implemented that will minimise the significance of risks;
- Develop Management Plans and Procedures to:
 - Govern the process of regulation that must be implemented by TNPA;
 - Govern the bunkering and STS Transfer operations within the Port and Port Limits;
 - Advise on the most effective response to environmental & safety incidents that may occur during Bunkering and STS Transfer Operations.
- Confirm the adequacy of Navigational Controls for these operations in the Port Limits and approaches.

The focus of this scope of works is to:

- Identify and assess marine ecological and socio-economic impacts that may result from amongst others spillages, fire or explosions during bunkering and STS Transfer operations, and an increase in vessel traffic in Algoa Bay;
- Identify and assess navigational safety risks and the need for additional navigational controls within Port Limits;
- Identify and assess potential impacts on navigational safety in the event of a spill, fire or explosion that may result from Bunkering or STS Transfer operations;
- Assess the readiness, capacity and capability of the Port of Ngqura and Port of Port Elizabeth to adequately respond to spillages that may occur due to Bunkering and STS Transfer Operations;
- Determine whether licensing of offshore bunkering and STS Transfer operations have any implications for TNPA in terms of ensuring compliance with the conditions of the Record of Decision (RoD) for construction and operation of the Port of Ngqura.

The appointed Service Provider shall be required to provide:

- All services necessary to deliver the scope of work as set out below, including but not limited to:
 - Engagement with key stakeholders and relevant authorities;
 - Specialist studies and investigations including modelling, mapping and simulations;
 - Preparation of required reports, plans and procedures.
- Ensure that all relevant legislation and relevant International Maritime standards are taken into consideration, and that plans and procedures are aligned with these where required.

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- The Service Provider shall be responsible for overall project management to ensure that activities are undertaken within the required timeframes for completion, that services and reports are of good quality and that all deliverables as set out are met.
 - Project management shall include as a minimum the following where relevant:
 - ✓ Project planning and management of all project tasks and deliverables;
 - ✓ Hold project planning and coordination meetings;
 - ✓ Submit project progress reports to the Employer at intervals to be agreed with the Employer;
 - ✓ Attend and take minutes of Employer's formal project progress meetings;
 - ✓ Draw up and revise the project programmes, when necessary;
 - ✓ Arrange and hold meetings with stakeholders, relevant authorities etc.;
 - ✓ Manage specialist investigations and activities;
 - ✓ Manage review processes;
 - ✓ Provide all required Reports;
 - ✓ Liaise with Employer.

4.1 Detailed Scope of Professional Services Required

The Service Provider shall provide all Management, Marine and other Specialist Services that may be required to deliver the following Tasks:

4.1.1 Task 1: Environmental Risk Assessment and associated Specialist Requirements

(i) Marine and Shoreline Ecological Assessment

The Service Provider shall appoint a suitably qualified Specialist with relevant knowledge and experience to:

- Assess the Environmental Carrying Capacity of Anchorage Areas 1 and 2 in terms of the number, sizes and types of vessels that can be accommodated for Bunkering and STS Transfer operations, at any given point in time. The outcome of the assessment must:
 - Provide detailed information regarding potential loss of, or changes to biodiversity and ecosystem functioning, that could result from spillages, explosions or other incidents, that may occur during Bunkering and STS Transfer Operations.
 - Take into consideration the outcomes of the mapping of environmental sensitive features.
 - The findings and outcomes of this carrying capacity assessment should inform the holding capacity of the Anchorage areas.

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- Based on the outcomes of the carrying capacity assessment, confirm the possibility of dedicating specific areas within Anchorage 1 and 2 for bunkering and STS transfer operations, and advise on areas most suitable for this purpose.
 - Identify and assess impacts of potential spillages and other incidents on the marine and shoreline ecology of Algoa Bay within the study area. Detailed management and mitigation measures must be provided, which shall ultimately form part of the Management Plans and Response procedures for the Port.

All relevant specialist studies previously undertaken for the Port of Ngqura and Algoa Bay must be reviewed and taken into consideration as part of this assessment.

(ii) Socio-economic Assessment

The Service Provider shall appoint a suitably qualified Specialist with relevant knowledge and experience to identify and assess socio-economic impacts of potential spillages on inter alia the Tourism, Aquaculture and Fishing Industries within Algoa Bay. Detailed management and mitigation measures must be provided, more specifically those that fall within Transnet's mandate to implement. The assessment must include an investigation of possible funding mechanisms that could be initiated to sustain industries that may be directly affected by major oils spills that may emanate from Offshore Bunkering and STS Transfer of liquid bulk Operations within Algoa Bay.

All relevant specialist studies previously undertaken for the Port of Ngqura and Algoa Bay must be reviewed and taken into consideration as part of this assessment.

(iii) Mapping and Modelling

- The Service Provider shall appoint a suitably qualified Specialist with relevant Maritime knowledge, competence and experience to Map the extent of the bunkering and STS transfer footprint within the Port Limits and overlay the footprint onto key environmental sensitive features such as the Algoa Bay Islands, reefs, fish and squid spawning and/or nursery sites, whale and dolphin tracks etc. All Maps shall be provided in electronic format to allow easy integration with other maps and/or models and must be compatible with GIS and/or other related systems.
- The specialist shall also undertake a review of any spill modelling that may have been undertaken for Algoa Bay (if available), determine its relevance to the study area and update the model where necessary.
- The Service Provider must undertake additional Emergency Spill Response Modelling to ensure all spill scenarios that could potentially emanate from Bunkering and STS Transfer Operations in the Port

Limits, are taken into consideration. Modelling must take into account current weather patterns of Algoa Bay, long waves, tides, wind and wind directions, currents etc.

- Based on the outcomes of the mapping and modelling, confirm the possibility of dedicating specific areas within Anchorage 1 and 2 for bunkering and STS transfer operations, and advise on areas most suitable for this purpose.
- Mapping and modelling outcomes shall be used to inform the Emergency Spill Response Procedure for the Ports as well as determining the holding capacity within Anchorage 1 and 2.

(iv) Environmental Risk Assessment

The Service Provider shall undertake:

- A detailed review and gap analysis of all existing environmental risk assessments associated with offshore bunkering and STS transfers of liquid bulk that have been undertaken by TNPA and the various Bunkering Operators currently licensed to operate within the Port Limits;
- Arrange and undertake an Environmental Risk Assessment of the aforementioned Operations to identify and assess any additional risks that may not have been included in previous risk assessments.
- The risk assessment must include identification and assessment of environmental risks associated with both day-time and night-time bunkering;
- Develop an updated Risk Register for Day and Night-time Bunkering and STS Transfer Operations;
- Based on the outcomes of the Environmental Risk Assessment, provide detailed management and mitigation measures that must be implemented to minimise risk significance and the impacts thereof.
- This can be done in the form of a Management Plan or Code of Practice.

4.1.2 Task 2: Regulation of Bunkering and STS Transfer Operations

(i) Holding Capacity Assessment

The Service Provider is required to:

- Assess and determine the holding capacity of Anchorages 1 and 2. The assessment must:
 - Confirm the maximum number, types and sizes of vessels and commodities that can be accommodated within the Anchorage areas for Bunkering and STS Transfer Operations;
 - Include all relevant modelling and simulations;
 - Take into consideration current and envisaged future Bunkering (including Liquid Natural Gas (LNG)) and STS Transfer operations;

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- Include a review of the current Vessel Traffic Services (VTS) capacity and confirmation whether any changes or updates are required;
 - Considering the swinging space for all the ships at anchor.
 - Consider the clearance zone for future LNG operations;
 - Determine the suitability of handling laden tankers seeking bunkers within the Anchorage Areas.

(ii) Operational Marine Safety Risk Assessment

The Service Provider shall:

- Arrange and undertake a marine Safety Risk Assessment of Bunkering and STS transfer of liquid bulk Operations within Port Limits.
- LNG, STS and bunkering operations, need to be undertaken in accordance with ISO/TS 18683:2015 - Guidelines for systems and installations for supply of LNG as fuel to ships;
- The risk assessment must include identification and assessment of safety risks associated with both day-time and night-time bunkering and STS transfer Operations;
- The risk assessment must consider amongst others:
 - Navigation of vessels;
 - Transfer of goods and people from small supply boats;
 - Docking, anchoring and servicing of Vessels.
- Undertake a Hazard and Operability (HAZOP) Study of specific activities associated with the abovementioned Operations including amongst others:
 - Suitability of vessels undertaking the operations;
 - Stationing of Vessels alongside each other Offshore and within the confines of the Port;
 - Deployment of fenders between the vessels;
 - Marine engineering related operations, specifically related to transfers.
- Identify and assess risks and impacts on Navigational safety in the event of a spill, fire or explosion that may result from Bunkering and STS Transfer Operations;
- Develop a detailed Risk Register for Day and Night-time Bunkering and STS Transfer Operations;
- Assess compliance in relation to the OCIMF STS transfer guide for petroleum, chemicals and Liquefied gases;
- Based on the outcomes of the Safety Risk Assessment and HAZOP Study, provide detailed management and mitigation measures that must be implemented to minimise risk significance and the impacts thereof. This can be done in the form of an Operational Marine Safety Management Plan or Code of Practice.

(iii) Code of Practice for Regulation of Bunkering and STS Transfer Operations

The Service Provider shall be required to:

- Review all TNPA regulatory processes and procedures currently in place for Bunkering and STS Transfer of liquid bulk operations within Port Limits;
- Undertake a review of all relevant legislation, and International Maritime standards that govern bunkering and STS Transfer operations within Port Limits;
- Engage with the Port Harbour Masters Offices and SAMSA regarding current regulatory processes;
- Identify any potential gaps in the current regulatory process;
- Develop a Code of Practice (COP) that outlines processes to be followed and aspects to be considered prior to granting permission to Operators for Bunkering and STS Transfer Operations within Port Limits.
- The COP shall address amongst others:
 - Stakeholder engagement requirements;
 - Assessment of the type and suitability of vessels for undertaking Bunkering and STS Transfer Operations;
 - Vessel holding capacity
 - Compliance with the OCIMF STS transfer guide for petroleum, chemicals and Liquefied gases
 - Compliance with relevant requirements of the OCIMF ISGOTT Version 6 standard and any other applicable International Maritime standard
 - The need for additional risk assessments;
 - Provision of STS and bunkering environmental management plans by the Operators.

(iv) Stakeholder Engagement Plan

The Service Provider shall be required to develop a Stakeholder Engagement Plan (SEP) to inform the Regulation of Bunkering and STS Transfer Operations. The SEP shall as a minimum include:

- A list of relevant key stakeholders;
- Type and level of engagement required for each key stakeholder;
- Frequency of Engagements.

4.1.3 Task 3: Emergency Preparedness and Response

(i) Review and Update Port of Ngqura Oil Spill Contingency Plan

The Record of Decision for Construction and Operation of the Port of Ngqura requires Transnet to develop and implement an Oil Spill Contingency Plan for the Port that will enable an adequate and timeous response to spills that may result from day to day port operational activities. The Service Provider shall:

- Undertake a review and gap analysis of the current Oil Spill Contingency Plan for the Port;

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- Revise the Oil Spill Contingency Plan to align with current and envisaged future Port Operations (including offshore bunkering and STS Transfer Operations), relevant legislation and the following Specific Plans:
 - South Africa's National Oil Spill Contingency Plan;
 - Oil Spill Contingency Plan No. 10: Dias Zone;
 - SANCCOB Oil Spill Contingency Plan for oiled seabirds;
 - SANParks: Seabird Rescue Plan in event of an Oil Spill in Algoa Bay;
 - Port of Ngqura Business Continuity Plan;
 - IMO requirements.

The revised Plan must take into consideration the responsibilities of other Organisations, Shipping Agents, and STS and Bunkering Operators in responding to and cleaning up spills that occur offshore.

(ii) Review and Assess Oil Spill Response Capacity

The Service Provider shall be required to undertake a detailed review and assessment of the oil spill response capacity of:

- TNPA at the Port of Ngqura and Port of Port Elizabeth;
- Other responsible authorities and organisations within Algoa Bay.

This assessment must include as a minimum the following:

- Identify Service Providers within Algoa Bay that have the capacity and equipment to respond to different types of oil or chemical spills and other related environmental incidents;
- Identify and confirm the availability of spill response equipment within Algoa Bay that can be deployed to contain and clean-up different types of spills. This will require engagement with relevant authorities that are responsible for responding to different Tier Spills within the Bay, including NMBM, DEFF, SANParks and TNPA as well as other organisations like SANCCOB and Spill Response Service Providers;
- Assess and confirm the state of available equipment and its suitability to be utilised in open water spill responses such as spillages during offshore bunkering and STS Transfer of liquid bulk.
- Develop a detailed spill response equipment inventory, which must clearly indicate numbers of items available, state of each item, where items are located within the Bay, accessibility of items for deployment as well as types and areas of spills it can be utilised for i.e. sea booms or river booms.
- Investigate and confirm the need for a dedicated storage area within the Ports for spill response equipment that can allow for quick access and deployment in case of a spill.

(iii) Emergency Response procedure

Based on the findings and outcomes of the assessments, mapping and modelling (undertaken as part of Task 1 and Task 2) the Service Provider shall:

- Develop a detailed Emergency Response Procedure for the Port of Ngqura and Port of Port Elizabeth that will ensure an effective and timeous response to offshore spillages and/or other related incidents such as fires or explosions within Port Limits and the Port Breakwaters.

The Service Provider shall furthermore be required to review available spill response procedures that have been developed by Bunkering Operators and Shipping Agents to ensure adequate alignment of Roles and Responsibilities and response coordination.

The Procedure must provide systematic guidelines for spill response including notification of key stakeholders, deployment of boats and response equipment, seabird and marine mammal rescue operations, establishment of Joint Operational Committees as well as functions, roles and responsibilities of various parties.

(iv) Oiled Wildlife Preparedness and Response Procedure

The Service Provider shall be required to develop an Oiled Wildlife Preparedness and Response Procedure in consultation with SANCCOB, SANParks and Bayworld. The findings and outcomes of the above assessments, mapping and modelling should inform development of this Procedure.

The purpose of the Procedure is to guide the collection, transportation, cleaning and treatment of oiled seabirds and marine mammals in the event of Oil or other hazardous chemical substance Spills in Algoa Bay, due to offshore bunkering, STS Transfers or other shipping related operations.

The Procedure must clearly specify roles and responsibilities of various parties and contain relevant updated contact information of these parties.

The Service Provider will be required to:

- Identify types and availability of equipment and products required to respond to and treat oiled wildlife in the event of a spill.
- Identify a suitable locality within the Port of Ngqura or Port of Port Elizabeth for the establishment of a dedicated facility for the cleaning and treatment of oiled seabirds and marine mammals until these animals can be released back into the environment.

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- Confirm what is required within such a facility to efficiently operate, such as water and electricity connections, adequate storage for equipment etc.
 - Confirm the availability of oiled wildlife response equipment that can be deployed to the cleaning facility in the event of a spill.
 - Develop a detailed inventory of response equipment, including numbers of items available, state of each item, where items are located within the Bay and accessibility of items for deployment.
 - Specify training requirements for persons/volunteers that may be required to assist with rescue and cleaning operations.
 - Investigate the need for an Oiled Wildlife Response Retainer Agreement to be established between Transnet, STS and Bunkering Operators, Shipping Agents and an Oiled Wildlife Response organisation, and confirm what such an Agreement must allow for.

4.2 Stakeholder Engagement

The Service Provider shall be required to engage/involve and obtain input from all relevant stakeholders when:

- Undertaking Risk and other Assessments specified in the Tasks above;
- Reviewing and updating the Port of Ngqura Oil Spill Contingency Plan;
- Preparing maps and models;
- Assessing the status of oil spill response equipment in Algoa Bay;
- Developing the Emergency Oil Spill Response Procedures for the Ports;
- Developing an Oiled Wildlife Preparedness and Response Procedure; and
- Developing a Code of Practice for the regulation of Bunkering & STS transfer operations

Key Stakeholders to be consulted include but are not limited to:

- SAMSA;
- SANParks;
- Department of Forestry, Fisheries and Environment (DFFE);
- SANCCOB;
- Bayworld;
- Nelson Mandela Bay Municipality;
- Bunkering Environmental Working Group;
- Coega Environmental Monitoring Committee (EMC);
- Coega Development Corporation (CDC);
- IM Organisation;
- Harbour Masters Office.

4.3 Consulting Team Requirements

The Service Providers' team requirements are as follows:

- The Service Provider should acknowledge the deadlines and schedules associated with the activities to be undertaken.
- The Service Provider should clearly demonstrate experience in undertaking similar investigations and processes.
- The key personnel of the Service Provider should have at least ten (10) years relevant maritime experience.
- Any sub-consultants or specialists contracted by the appointed Service Provider to undertake work on their behalf should have at least ten (10) years' experience in their respective fields of specialisation.
- The tender submission should, as a minimum:
 - Demonstrate the Service Providers' understanding of the Scope of Services.
 - Include a detailed methodology.
 - Include CV's showing relevant qualifications, experience, background and record of accomplishment in similar types of projects.
 - Provide a detailed team profile, including CV's of sub-consultants and specialists and an organizational structure demonstrating the key team member's skills, experience and their specific function in the team.

4.4 Contents of the Proposal

In order to be considered, the following information shall be provided:

- A title page indicating the tender number and subject, name of the Consultancy including sub-Service Providers, address and contact details.
- Table of content
- Executive summary indicating the Service Provider's understanding of the Scope of Services and overview of the processes to be followed.
- Methodology and programme indicating specific tasks to be completed, identification of deliverables and key milestones. A programme (schedule) should be included which shows the individual tasks and associated timeframes for completion as well as professional hours.
- Organizational structure/chart indicating the key team members and their specific roles, as well as lines of communication between the team, the Employer and the Employer's Agent.

4.5 Programme

The Service Provider's proposal must include a detailed schedule that outlines timeframes associated with each individual activity relating to the Scope of Services. The schedule must clearly indicate which activities can be undertaken in parallel to enable processes to be undertaken in the shortest possible timeframe. The Table below provide estimated timeframes for the completion of Tasks. The *Consultant's* proposal should be aligned with these dates.

Table 1: Time Allocation for Reviews & Assessments

No.	Activity	Estimated time allocated
<i>Task 1: Environmental Risk Assessment and associated Specialist Requirements</i>		
1.	Marine and shoreline Ecological Assessment and associated activities	50 days
2.	Socio-economic Assessment and associated activities	50 days
3.	Mapping and Modelling and associated activities	50 days
4.	Environmental Risk assessment and associated activities	50 days
5.	Stakeholder Engagement for all project components	For Contract Duration
<i>Task 2: Regulation of Bunkering and STS Transfer Operations</i>		
6.	Holding Capacity Assessment and associated activities	50 days
7.	Operational Marine Safety Risk Assessment and associated activities	50 days
8.	Review and Assess Regulation of Bunkering and STS transfer Operations	50 days
9.	Assess Stakeholder Engagement requirements	50 days
10.	Stakeholder Engagement for all project components	For Contract Duration
<i>Task 3: Emergency Preparedness and Response</i>		
11.	Review of Port of Ngqura Oil Spill Contingency Plan	50 days
12.	Review and Assess Oil Spill Response Capacity	50 days

No.	Activity	Estimated time allocated
13.	Review and assess Emergency Responses and associated activities	50 days
14.	Review and assess Oiled Wildlife preparedness and response, and associated activities	50 days
15.	Stakeholder Engagement for all project components	For Contract Duration

Table 2: Time Allocation for Reports, Plans & Procedures

No.	Activity	Estimated time allocated
<i>Task 1: Environmental Risk Assessment and associated Specialist Requirements</i>		
1.	Marine and shoreline Ecological Assessment Report	40 days
2.	Socio-economic Assessment Report	40 days
3.	Preparation of Maps & Models	40 days
4.	Environmental Risk Register & Management Plan	40 days
<i>Task 2: Regulation of Bunkering and STS Transfer Operations</i>		
5.	Holding Capacity Assessment Report	40 days
6.	Operational Marine Safety Risk Register & Plan	40 days
7.	Code of Practice for Regulation of Bunkering and STS transfer Operations	40 days
8.	Stakeholder Engagement Plan	40 days
<i>Task 3: Emergency Preparedness and Response</i>		
9.	Updated Port of Ngqura Oil Spill Contingency Plan	40 days
10.	Oil Spill Response Capacity Report & Inventory	40 days
11.	Emergency Response Procedure	40 days
12.	Oiled Wildlife preparedness and response Procedure	40 days
13.	Stakeholder Engagement Report	5 days

4.6 Technical Requirements

The Service Provider in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any.

4.7 Ownership of Data, Designs and Documents

The Parties shall agree that copyright in the data, design and documents shall, after payments by the Employer of the services to the Service Provider, lie with the Employer subject to the Employer's indemnification against any claim from any party that may arise as a result of the Employer's use of such a document due to the Service Providers infringement of copyright.

5 Information to be provided by the Employer

Transnet National Ports Authority will provide all relevant documentation required to provide the services outlined above.

6 Facilities and Equipment to be provided by the Employer

There will be no facilities or equipment that will be provided by the Employer.

7 Invoices

All invoices submitted by the Service Provider shall be VAT invoices, which invoices shall be accompanied by a daily activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered, the task order number and a full breakdown of expenses to which receipts relate. Invoices are to be delivered to:

Transnet National Ports Authority
2nd Floor, Admin Building (eMendi)
N2, Naptune Road
Off Klub Road
Port of Nqura
Port Elizabeth
6212