Annexure A – Technical Clause by Clause Acceptance of Specification

NAME OF BIDDING COMPANY...

Bidders must **complete** the below technical clause by clause statement of compliance by either responding with "Accept" or "Do Not Accept" **and sign at the bottom**. Bidders who do not provide responses will automatically be disqualified in the bid adjudication process. Bidders who choose not to comply with any statements of compliance will also be disqualified in the bid adjudication process.

No	Technical Statements of compliance	Accept	Do not Accept	Comments (If any)
1	Neither the seller nor its respective directors, officials, employees or agents will assume any obligations for any costs or expenses incurred by the Bidders/prospective Purchasers;			
2	In the event that the sale did not materialise, the Bidders will not have any financial claims against Transnet or employees for any financial loss incurred;			
3	The "huur gaat voor koop" principle shall apply where there are active leases;			
4	Bidders will be liable for obtaining the certificate of compliance after the registration of the property;			
5	Bidders must comply with all the legislative requirements of the country when undertaking redevelopment of these properties and taking into account the existing circumstances and arrangements;			
6	The winning Bidder shall be liable for all the costs incidental to the conveyancing, rezoning, subdivision, consolidation, surveying and any other statutory obligations;			
7	In the event that the evictions have to be effected, the purchaser shall comply with the legislative requirements in relation to the eviction proceedings. This condition shall be carried in the Sale Agreement;			
8	The winning Bidders shall act to protect the image and reputation of Transnet and not conduct activities or acts that shall compromise Transnet values and brand;			
9	Transnet reserves the right not to sell these properties or to withdraw certain properties from the tender and or reject tenders and/or readvertise part of this tender;			
10	The disposal of the proposed property is subject to Ministerial approval from the Department of Public Enterprises, South African Government and any other requisite authority;			
11	The timeframes as indicated in the project execution schedule are subject to change and the affected parties shall be informed of the period of extension;			
12	Provide proof of availability of funding to acquire the property (e.g. Letter of Interest or Proof of Cash Reserves from a banking institution registered in the Republic of South Africa that proves existence of funds),			
13	In the event a company is acquiring this property, a Board of Directors or partners/trustees' resolution authorising the representative to submit the tender bids is required. Transnet reserves the right to verify even after closing of the bids whether the signatory is authentic;			
14	Transnet does not bind itself to accepting below market value tenders;			
15	Purchase price must be paid into the account of the Transnet appointed conveyancers within thirty (30 days from the date of Acceptance of the Offer to Purchase. Failure to deposit the purchase price within the stipulated timeframes will lead to the cancellation of this bid and Transnet reserves the right to recover any costs incurred from the Bidder.			
16	The conclusion of the sale transaction will be determined by the successful transfer of the property to the preferred Bidder with the most competitive market related offer, and			
17	Bidders may be requested to clarify information in their proposal. This information must be supplied free of charge.			

BIDDER'S SIGNATURE……………………………………………………………………DATE: …………………………..