Transnet Pipelines

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN AND CONSTRUCTION MONITORING OF WASHAWAYS FOR TRANSNET PIPELINES NORTH REGION NETWORK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

RFP NUMBER	**: TPL/2026/06/0428/7924/RFP**
ISSUE DATE	**: 14 August 2026**
NON-COMPULSORY SITE BRIEFING	**: 20 August 2026 @10h00am**
CLOSING DATE	**: 17 September 2026**
CLOSING TIME	**: 12h00pm**
TENDER VALIDITY PERIOD	**: 180 business days from closing date**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	**The Provision of Professional Services for the Design and Construction Monitoring of Washaways for Transnet Pipelines North Region Network on an "as and when" Required Basis for a Period of Three (3) Years.**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://esupplierportal.transnet.net/portal/advertisedTenders (please use Google Chrome to access Transnet link) FREE OF CHARGE.**
NON-COMPULSORY SITE BRIEFING	Non-Compulsory Visual Tender Clarification Meeting will be conducted visually using following link: https://teams.microsoft.com/meet/34619010288580?p=UYO31RasxvIQPb5ODC **on the 20th August 2026,** at **10:00am [** for a period of ± 1(one) hour].
CLOSING DATE	**12:00pm on** the **17th September 2026** 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://esupplierportal.transnet.net/portal/advertisedTenders);

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

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

delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-16, [**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

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 *Employer* is	**Transnet SOC Ltd** **(Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the *Employer* comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule
	Part C3: Scope of work	C3.1 Scope

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Khulakahle Mthethwa
	Address:	202 Anton Lembede Street, Durban, 4001
	Tel No.	031- 361 1594
	E mail	Khulakahle.mthethwa@transnet.net

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

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

a) **Structural Engineer**

Proof of Registration with ECSA as a Pr. Engineer or Pr. Engineering Technologist for the Structural Engineer. Structural Engineer should at least have a relevant qualification in Civil Engineering and have valid professional registration with Engineering Council of South Africa (ECSA) as a Pr. Eng. or Pr. Tech.

b) **Civil Engineer**

Proof of Registration with ECSA as a Pr. Engineer or Pr. Engineering Technologist for the Civil Engineer. Civil Engineer should have a relevant qualification in Civil Engineering and have valid professional registration with Engineering Council of South Africa (ECSA) as a Pr. Eng. or Pr. Tech.

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

2. Stage Two - Functionality:

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

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

Any tenderer that fails to meet the stipulated Technical-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 C2.15.1	The *Employer* s details and identification details that are to be shown on each tender offer are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer: (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:**
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 **th September 2026** Location: The Transnet e-Tender Submission Portal: (https://esupplierportal.transnet.net/portal/advertisedTe nders) Type text here

	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: **70** The procedure for the evaluation of responsive tenders is Functionality, Price and Preference: **Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.**

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**
T2.2-01**: Company Previous Experience**	Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following: A list of past / current comparable projects in the last 15 years. **Evidence of comparable design projects as outlined in the Scope of Work, with reference to**: - Earth retaining structures or similar works which require careful consideration of site conditions, soil mechanics and environmental impacts. - Soil erosion control methods or any other slope stabilization works which prevent the causative agents of erosion. - Flood control structures or any other protection works which require hydrological and hydraulic studies and considerations. - River training and/or similar flow diversion works involving bulk earthworks to control and regulate riverbeds that may interfere with infrastructure. - Rehabilitation works which require geotechnical, structural and hydraulic studies and computations.	**35**	**35**

T2.2-02**: Project Organogram, Management & CV's**	Submit the following documents as a minimum with your tender document: 1. A comprehensive and detailed organogram that shows the structure and composition o the management structure involved in the works, inclusive of the key staff/professionals, identified in the Contrac Data Part two. 2. Detailed CV's providing the following as a minimum • The roles and responsibilities for the works of each resource should be clearly stated. • Detailed experience in earth retaining structures / soil erosion control methods/ flood control structures/ river training works / bulk earthworks design or projects of similar nature and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work. • The education, training (inter alia NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the works. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached. 3. The project resources should include at least the following key resources, amongst other		**45**

T2.2-03A: **Structural Engineer**	**Structural Engineer** Structural Engineer should at least have a relevant qualification in Civil Engineering and have valid professional registration with Engineering Council of South Africa (ECSA) as a Pr. Eng. or Pr. Tech. Eng. The Structural Engineer must have experience in the design of earth retaining structures, culverts, flood control structures, creating AutoCAD drawings and any other structural works relevant to the scope of works.	**10**	
T2.2-03B: **Civil Engineer**	**Civil Engineer** The Civil Engineer should at least have a relevant qualification in Civil Engineering and have valid professional registration with Engineering Council of South Africa (ECSA) as a Pr. Eng. or Pr. Tech. Eng. The Civil Engineer must have experience in bulk earthworks, access roads, creating AutoCAD drawings and any other civil works relevant to the scope of works.	**10**	
T2.2-03C **:** **Geotechnical Engineer**	**Geotechnical Engineer** The Geotechnical Engineer should at least have a relevant qualification in Civil Engineering. The Geotechnical Engineer must have experience in soil erosion control, soil assessments and investigations, soil stability analysis and any other geotechnical works relevant to the scope of works.	**10**	

T2.2-03D: **Water Engineer**	**Water Engineer** The Water Engineer should at least have a relevant qualification in Civil Engineering. The Water Engineer must have experience in hydraulic modelling of rivers and streams, floodplain analysis, drainage systems and any other hydrological/hydraulic works relevant to the scope of works.	**10**	
T2.2-03E**:** **Quantity Surveyor**	**Quantity Surveyor** The Quantity Surveyor should have a relevant qualification in Quantity Surveying. The Quantity Surveyor must have vast knowledge in conducting costs estimate within the built environment.	**5**	
T2.2-04: **Method Statement**	The Tenderer to submit a Method Statement which responds to the scope of works and outlines the proposed approach. The Method Statement should cover the following reference points: **Approach**: A description of the consultant's approach for evaluating the condition and complexity of the washaway. This description should thoroughly outline the steps to be taken for a comprehensive investigation before the design phase. **Technical report**: The report structure for a technical report outlining the key components that will be included in a report for a washaway site.	**20**	**20**

	Risk Management: Determine potential risks and mitigations aligned to Scope of works. **Communication plan** (e.g., RACI matrix): Demonstrate the communication plan, including escalation processes and channels that will be used throughout to ensure that the pipeline protection objectives are met. **Quality Control Plan (QCP)**: A template for a quality control plan outlining the key components that will be included in a QCP document.		
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:

T2.2-02 **Evaluation Schedule:** Company Previous Experience
T2.2-03 **Evaluation Schedule:** Project Organogram, Management & CV s
T2.2-03A **Evaluation Schedule:** Structural Engineer
T2.2-03B **Evaluation Schedule:** Civil Engineer
T2.2-03C **Evaluation Schedule :** Geotechnical Engineer
T2.2-03D **Evaluation Schedule:** Water Engineer
T2.2-03E **Evaluation Schedule:** Quantity Surveyor
T2.2-04 **Evaluation Schedule:** Method Statement

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 <u>not</u> be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 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.

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).

T2.2-01A Eligibility Criteria

Compulsory Returnable

Proof of Registration with ECSA as a Pr. Engineer or Pr. Engineering Technologist for the Structural Engineer.

NAME OF COMPANY:

_____

I/We_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body.

_____

Note: Tenderers without a copy of a valid certificate to proof the professional registration will be disqualified.

T2.2-01B Eligibility Criteria

Compulsory Returnable

Proof of Registration with ECSA as a Pr. Engineer or Pr. Engineering Technologist for the Civil Engineer.

NAME OF COMPANY:

_____

I/We_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Note: Tenderers without a copy of a valid certificate to proof the professional registration will be disqualified.

T2.2-02: Evaluation Schedule – Previous Experience

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects in the last 15 years, accompanied by a completion certificate/letter for each completed project .

A completed project refers to the delivery of design services and associated construction monitoring for a single site, in accordance with the defined scope of works. In cases where the Tenderer holds a contract, sectional completion letters for each site will be accepted.

Evidence of comparable design projects as outlined in the Scope of Work, with reference to any of the projects listed below will be accepted :

- Earth retaining structures or similar works which require careful consideration of site conditions, soil mechanics and environmental impacts.
- Soil erosion control methods or any other slope stablization works which prevent the causative agents of erosion.
- Flood control structures or any other protection works which require hydrological and hydraulic studies and considerations.
- River training and/or similar flow diversion works involving bulk earthworks to control and regulate riverbeds that may interfere with infrastructure.
- Rehabilitation works which require geotechnical, structural and hydraulic studies and computations.

Note: It is not mandatory for tenderers to have experience in each of the project types listed above. Completion of any works comparable to the ones listed will be accepted.

Sufficient contactable references to substantiate experience indicated (Client name and contact details, project description, duration and contract value).

Index of documentation attached to this schedule

	DOCUMENT NAME
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2	

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PROJECT DATA SHEET: PROJECT RELATED EXPERIENCE			
Name of company responsible for executing work or rendering the service			
Project Title:			
Client Organisation Name:			
Brief Project Description			
Client Contact Person:	Name	Telephone No	email address
Total Cost of Project (ZAR excl VAT)			
Project Duration		**Completion Date**	

NOTE: The Respondent shall append further, independent documentary evidence to certify the Respondent's role in the execution of the projects submitted under this Returnable Schedule, to include Company's Completion Certificates/Sectional Completion Certificates.

Failure to submit such further documentary evidence will result in any associated project-related experience being disregarded for evaluation purposes.

The scoring of the method statement will be as follows:

Elements: **Weight 35%**		**Previous Experience**
	Points	**35**
	Score	
	0	Tenderer's previous experience presented has no relevance to the scope of work and did not address any of the requirements.
	20	Tenderer has completed one (1) to three (3) projects relating to the works information.
	40	Tenderer has completed four (4) projects relating to the works information.
	60	Tenderer has completed five (5) projects relating to the works information.
	80	Tenderer has completed six (6) projects relating to the works information.
	100	Tenderer has completed seven (7) or more projects relating to the works information.

T2.2-03: Evaluation Schedule – Project Organogram, Management & CV's

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

1. A comprehensive and detailed **organogram** that shows the structure and composition of the management structure involved in the works, inclusive of the key staff/professionals, identified in the Contract Data Part two.

2. Detailed CV's providing the following as a minimum

   - The roles and responsibilities for the works of each resource should be clearly stated.

   - Detailed experience in earth retaining structures / soil erosion control methods/ flood control structures/ river training works / bulk earthworks design or projects of similar nature and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
   - The education, training (inter alia NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the works. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.

3. The project resources should include at least the following key resources, amongst others:
   - Structural Engineer

   Structural Engineer should at least have a relevant qualification in Civil Engineering and have valid professional registration with Engineering Council of South Africa (ECSA) as a Pr. Eng. or Pr. Tech. Eng. The Structural Engineer must have experience in the design of earth retaining structures , culverts , flood control structures, creating AutoCAD drawings and any other structural works relevant to the scope of works.

- Civil Engineer

The Civil Engineer should at least have a relevant qualification in Civil Engineering and have valid professional registration with Engineering Council of South Africa (ECSA) as a Pr. Eng. or Pr. Tech. Eng. The Civil Engineer must have experience in bulk earthworks, access roads , creating AutoCAD drawings and any other civil works relevant to the scope of works.

- Geotechnical Engineer

The Geotechnical Engineer should at least have a relevant qualification in Civil Engineering. The Geotechnical Engineer must have experience in soil erosion control , soil assessments and investigations, soil stability analysis and any other geotechnical works relevant to the scope of works.

- Water Engineer

The Water Engineer should at least have a relevant qualification in Civil Engineering. The Water Engineer must have experience in hydraulic modelling of rivers and streams , floodplain analysis, drainage systems and any other hydrological/hydraulic works relevant to the scope of works.

- Quantity Surveyor

The Quantity Surveyor should have a relevant qualification in Quantity Surveying. The Quantity Surveyor must have vast knowledge in conducting costs estimate within the built environment.

The following table is to be populated by the tenderer identifying the resources for the key roles for the works. Attached submissions to this returnable

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Structural Engineer		
2	Civil Engineer		
3	Geotechnical Engineer		
4	Water Engineer		
5	Quantity Surveyor		

The scoring of the Project Organogram, Management and CV's will be as follows:

Total Weight **45**	
Sub-weight **10**	**Relevant experience for the following** **Structural Engineer**
Points	**10**
Score 0	The Tenderer has submitted no information or inadequate information to determine a score.
Score 20	Key staff has relevant experience of less than 5 years.
Score 40	Key staff has at least 5 years and less than 6 years of relevant experience.
Score 60	Key staff has at least 6 years and less than 7 years of relevant experience.
Score 80	Key staff has at least 7 years and less than 8 years of relevant experience.
Score 100	Key staff has 8 or more years of relevant experience.

Sub-weight 10	**Relevant experience for the following Civil Engineer**
Points	**10**
Score 0	The Tenderer has submitted no information or inadequate information to determine a score.
Score 20	Key staff has relevant experience of less than 5 years.
Score 40	Key staff has at least 5 years and less than 6 years of relevant experience.
Score 60	Key staff has at least 6 years and less than 7 years of relevant experience.
Score 80	Key staff has at least 7 years and less than 8 years of relevant experience.
Score 100	Key staff has 8 or more years of relevant experience.

Sub-weight 10	**Education adequacy or qualifications for the following:**	**Relevant experience for the following Geotechnical Engineer**
Points	**5**	**5**
Score 0	The Tenderer has either not provided any information or has submitted qualifications that are irrelevant or insufficient to allow for scoring.	The Tenderer has submitted no information or inadequate information to determine a score.
Score 60	Key staff has Civil Engineering NQF level 6 qualification.	Key staff have less than 6 years of relevant experience.
Score 80	Key staff has Civil Engineering NQF level 7 qualification.	Key staff has at least 6 years and less than 8 years of relevant experience.
Score 100	Key staff has Civil Engineering NQF level 8 qualification.	Key staff has 8 or more years of relevant experience.

Sub-weight 10	**Education adequacy or qualifications for the following:**	**Relevant experience for the following Water Engineer**
Points	**5**	**5**
Score 0	The Tenderer has either not provided any information or has submitted qualifications that are irrelevant or insufficient to allow for scoring.	The Tenderer has submitted no information or inadequate information to determine a score.
Score 60	Key staff has Civil Engineering NQF level 6 qualification.	Key staff have less than 6 years of relevant experience.
Score 80	Key staff has Civil Engineering NQF level 7 qualification.	Key staff has at least 6 years and less than 8 years of relevant experience.
Score 100	Key staff has Civil Engineering NQF level 8 qualification.	Key staff has 8 or more years of relevant experience.

Sub-weight 5	**Education adequacy or qualifications for the following:**	**Relevant experience for the following Quantity Surveyor**
Points	**2.5**	**2.5**
Score 0	The Tenderer has either not provided any information or has submitted qualifications that are irrelevant or insufficient to allow for scoring.	The Tenderer has submitted no information or inadequate information to determine a score.
Score 60	Key staff has Civil Engineering NQF level 6 qualification.	Key staff have less than 5 years of relevant experience.
Score 80	Key staff has Civil Engineering NQF level 7 qualification.	Key staff has at least 5 years and less than 7 years of relevant experience.
Score 100	Key staff has Civil Engineering NQF level 8 qualification.	Key staff has at least 7 or more years of relevant experience.

T2.2-04: Evaluation Schedule – Method Statement

The Tenderer to submit a Method Statement which responds to the scope of works and outlines the proposed approach.

The Method Statement should cover the following reference points:

- Approach: A description of the consultant's approach for evaluating the condition and complexity of the washaway. This description should thoroughly outline the steps to be taken for a comprehensive investigation before the design phase.
- Technical report: The report structure for a technical report outlining the key components that will be included in a report for a washaway site.
- Risk Management: Determine potential risks and mitigations aligned to Scope of works.
- Communication plan (e.g., RACI matrix): Demonstrate the communication plan, including escalation processes and channels that will be used throughout to ensure that the pipeline protection objectives are met.
- Quality Control Plan (QCP): A template for a quality control plan outlining the key components that will be included in a QCP document.

Tenderers to note that the Method Statement should not be more than 25 pages. Any information beyond page 25 will not be considered.

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	

The scoring of the method statement will be as follows:

Elements: **Weight 20%**		**Method is clearly articulated and demonstrates a clear understanding of the project objectives**
	P◆nts	◆
	Score	
Method Statement (reference points) Please provide a method statement that addresses the following points: 1. Approach 2. Technical Report 3. Risk Management 4. Quality Control Plan 5. Communication Plan	**0**	The Tenderer has submitted generic information which does not address the specific project objectives or inadequate information to determine a score.
	20	The method statement only covers one (1) of the reference points specified in this returnable
	40	The method statement only covers two (2) of the reference points specified in this returnable
	60	The method statement only covers three (3) of the reference points specified in this returnable
	80	The method statement only covers four (4) of the reference points specified in this returnable
	100	The method statement only covers five (5) of the reference points specified in this returnable

T2.2-05: Authority to submit a Tender

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

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

A. Certificate for Company

I, ... chairperson of the board of directors .....

....., hereby confirm that by resolution of the board taken on .....(date), Mr/Ms .....,

acting in the capacity of ....., was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed	.....	Date	.....
Name	.....	Position	Chairman of the Board of Directors .....

B. Certificate for Partnership

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

_____hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

I, ..., hereby confirm that I am the sole owner of the

business trading as .....

Signed	.....	Date	.....
Name	.....	Position	Sole Proprietor

T2.2-06: Record of Addenda to Tender Documents

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

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

T2.2-07 Letter/s of Good Standing with the Workmen's Compensation Fund

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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

T2.2-08: Risk Elements

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

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

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

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

T2.2-09: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

Equipment Type and Availability Description	Hourly Rate	Number of Equipment	Details of Ownership

T2.2-10: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address			Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐		☐

Name of Proposed Subcontractor			Address			Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐		☐

Name of Proposed Subcontractor	Address	Nature of work	Amount of Worked	Percentage of work

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐		☐

T2.2-11: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-12 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price;

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

(c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	**80**
B-BBEE Status Level of Contributor 1 or 2	**10**
Qualifying Black Women Owned (30%)	**10**
Total points for Price and Specific Goals must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small 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) **"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.

(l) **Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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

4. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

Selected Specific Goal	Number of points allocated. (80/20 system)
B-BBEE Status Level of Contributor 1 or 2	10
Qualifying Black Women Owned (30%)	10

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE Status Contributor	B-BBEE Certificate / Sworn- Affidavit / B- BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

[1] In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub- contractor.....

iii) The B-BBEE status level of the sub-contractor _____

iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES NO

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. ..... 2.	_____ SIGNATURE(S) OF BIDDERS(S) DATE: _____

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest2 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……
……

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

[3] 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

T2.2-13 NON-DISCLOSURE AGREEMENT

[..... 2025]

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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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

T2.2-14: RFP DECLARATION FORM

NAME OF **COMPANY:** _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;

2. we have received **all** information we deemed necessary for the completion of this Tender;

3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;

4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted byTransnet 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.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

8. We have acquainted ourselves and agree with the content of TZ.2-22 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding RS,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

- It is iocumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

- An 0fficial complaint- orm may be downloaded rom this website and submifted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____

DATE OF BREACH:

_____

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

Signed on this _____day of _____20_____

_____

SIGNATURE OF TENDER

T2.2-16 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

T2.2-17: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer s capacities and methods but meeting the required delivery schedule.

T2.2-18 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 underpricing 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 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 behavior of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behavior 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

..

T2.2-19 : 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

T2.2-20: 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 *Consultant* for claims made against him arising out of his failure to use the skill and dare normally used by professionals providing services similar to the *services*	The amount stated in the Contract Data		
Liability for 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	The amount stated in the Contract Data for any one event		
Liability for 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 greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
(Other)			

T2.2-21: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor (Bank/Insurer) .....

Address .....

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

Signed .....

Name .....

Capacity .....

On behalf of (name of tenderer) .....

.....

Date .....

Confirmed by Guarantor s Authorised Representative

Signature(s) .....

Name (print) .....

Capacity .....

On behalf of Guarantor (Bank/insurer) .....

Date .....

T2.2-22: Three (3) years audited financial statements

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

NAME OF COMPANNIES and INDEX OF ATTACHMENTS:

……

……

……

……

……

……

……

T2.2-23: DECLARATION OF UNDERSTANDING – OBLIGATIONS OF THE *CONTRACTOR*

The *Contractor* to comply with following clause:

1 Due to the widespread nature of washaways covered under the north region contract- spanning across Mpumalanga, North- West, Free State , and Gauteng – the Contractor must have an operational branch or sub-office in Gauteng to fulfil the scope outlined in the works information for the duration of the contract. If the branch or sub-office does not exist it must be established within one (1) calendar month of award and must be within the Gauteng Province. Failure to establish the office within the stipulated period of one (1) month will render the award invalid and shall be terminated.

Declare that I have read and understood the contents above and I also declare that I understand my responsibilities in terms of enforcing and implementing the above.

SIGNED at _____on this _____day of _____20____

SIGNATURE OF WITNESSES	ADDRESS OF WITNESSES
1 _____	_____
Name _____	_____
2 _____	_____
Name _____	_____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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 PROFESSIONAL SERVICES FOR THE DESIGN AND CONSTRUCTION MONITORING OF WASHAWAYS FOR TRANSNET PIPELINES NORTH REGION NETWORK FOR A PERIOD OF THREE (3) YEARS

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

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*:	.....	.....
Name & signature of witness	*Transnet Pipelines* *202 Anton Lember Street,* *Durban, 4001*	Date
	.....	.....

Schedule of Deviations

No.	Subject	Details
1		
2		
3.		

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 *Consultant:*	**For the *Employer:***	**For the *Employer:***
Signature			
Name			
Capacity			
On behalf of		*Transnet Pipelines* *202 Anton Lember Street,* *Durban, 4001*	
Name & signature of witness			
Date			

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	**E: Time based contract**
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	**X1: Price adjustment for inflation** **X2 Changes in the law** **X7: Delay damages** **X9: Transfer of rights** **X10 *Employer* s *Agent*** **X11: Termination by the *Employer***
		Z: Additional conditions of contract **Z1: Obligations in respect of Joint Venture Agreements** **Z2: Additional obligations in respect of Termination** **Z3: Right Reserved by the Employer to Conduct Vetting through SSA** **Z4: Additional Clause Relating to the Employer s rights to take appropriate action**

Z5: Protection of Personal Information Act

Z6: Time

Z7: Compensation Event

Z8: Additional clauses relating to cession of rights

Z9: Additional clauses relating to interpretation of the law

Z10: *Employer s* Step in right

of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)

10.1	The *Employer* is (Name):	**Transnet SOC Ltd**
	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Pipelines** **202 Anton Lembede Street** **Durban** **4001**

11.2(9)	The *services* are	Provision of Professional Services for the Design and Construction Monitoring of Washaways for Transnet Pipelines North Region Network
11.2(10)	The following matters will be included in the Risk Register	No additional data required for this section of the conditions of contract
11.2(11)	The Scope is in	**Part C3.1: The Scope of the Contract Document**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 (two) weeks**
13.6	The *period for retention* is	**5 (five) years following Completion or earlier termination.**
3	**Time**	
31.2	The *starting date* is	**TBC**

11.2(3)	The *completion date* for the whole of the *services* is	**TBC**	
31.1	The *Consultant* is to submit a first programme for acceptance within	**2 (two) weeks of the Contract Date.**	
32.2	The *Consultant* 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 *defects date* is	**52 weeks after Completion of the whole of the *services*.**	
5	**Payment**		
50.1	The *assessment interval* is on the	**18th day of each successive month.**	
50.3	The *expenses* stated by the *Employer* 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	**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 *currency of this contract* is the	**South African Rand (ZAR).**	
51.5	The *interest rate* is	**The prime lending rate of the Rand Merchant Bank of South Africa.**	
6	**Compensation events**	**No additional data required for this section of the *conditions of contract*.**	
7	**Rights to material**	**No additional data required for this section of the *conditions of contract*.**	

8 Indemnity, insurance and liability

81.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the *services* or earlier termination
failure by the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services*	**Professional Indemnity insurance for not less than R5 000 000.00 (Five 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 *Consultant*	**The minimum limit of i f insurance in respect of the *Consultant* arising out of and in t contract for an on t Compensation for Occupation Injuries . amended.**	**0 Weeks**
	Motor Vehicle Liability Insurance	**Comprising (as a o Third Party Risks including Passenger l f 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 amounts 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 *conditions of contract*.**	

10	**Data for main Option clause**	
E	**Time based contract**	
21.4	The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than	**Four weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**Both parties will agree to an *Adjudicator* as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an *Adjudicator*.**
W1.2(3)	The A*djudicator nominating body* is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* 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	**Durban South Africa**
	The person or organisation who will choose an arbitrator • if the Parties cannot agree a choice or • if the *arbitration procedure* does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X1	**Price adjustment for inflation**	
X1.1	The *index* is	**The index published in the Table 1 for all expenditure groups (historical metropolitan areas) in the Consumer Price Index (CPI) published by Statistics South Africa**
	The *staff rates* are	**Defined in Part C2: Pricing Data**
X2	**Changes in the law**	
X2.1	The *law of the project* is	**South African**
X7	**Delay damages**	
X7.1	Delay damages for late Completion of the whole of the *services* are	**R5 000.00 per day**

X9	**Transfer of rights**	**The *Employer* owns the *Consultant* rights over any of the material whatsoever prepared for the Services of this Contract by the *Consultant*. The *Consultant* provides on request by the *Employer's Agent,* 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 *Employer*.**
X10	**The *Employer s Agent***	
X10.1	The *Employer's Agent* is	
	Name:	**TBC**
	Address	**Transnet Pipelines 202 Anton Lembede Street Durban 4001**
	The authority of the *Employer's Agent* is	**Fully empowered to act on behalf of the *Employer for* the services covered by the contract.**
X18	**Limitation of liability**	
X18.1	The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to:	**To be proven at the time**
X18.2	The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to:	**The cost of correcting the defect (The Total of the Prices)**
X18.3	The *end of liability date* is	**2 (Two) years after Completion of the whole of the *services*.**
Z	***Additional conditions of contract***	
	The *additional conditions of contract* 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 Screening through SSA**	
Z3.1		The Employer will conduct screening through State Security Agency (SSA) for security clearances of any Consultant who has access to National Key Points for the following without limitations: The following documents are needed from the company: - 1. Company registration number. 2. CIPC registration. 3. Company TAX clearance TCS Pin. 4. Copies of ID of directors. 5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 6. Copies of ID of employees who will be working on site. 7. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 8. The *Consultant* must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying. 9. In the event the *Consultant* is not cleared by SSA, the *Employer* will terminate the contract forthwith. Note: Please take note that SSA takes approximately four +- (4) weeks for screening to take place once all required documentation has been submitted.

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 *Employer* may have to take appropriate action later with regard to:**	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The *Consultant* 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 *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the *Consultant* 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 *Employer*, the *Employer* shall be entitled to terminate the contract forthwith and take any other action as appropriate against the *Consultant* (including civil or criminal action).
Z4.2	**The contract award is made without prejudice to any rights the *Employer* 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 *Employer* may have to take appropriate action later with regard to:**	**Information Act**
Z5	**Protection of Personal**	

Blacklisting by any State Entity on the
National Treasury database.

Z5.1		The *Employer* and the *Consultant* 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		*Clause 33.2. is added as an additional clause.* The *Employer* may at any time suspend part or all of the *services*. As a consequence, if the *Consultant* is required to demobilise and then remobilise its staff and equipment, the *Consultant* will be reimbursed at cost. The *Consultant* 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.
Z7	**Compensation Events**	
Z7.1		Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the *Consultant*.
Z8	**Additional clauses relating to cession of rights**	
Z8.1		The *Consultant* shall not cede any rights under this contract without the approval of the *Employer*.
Z8.2		The *Employer* may on written notice to the *Consultant* 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 *Employer.*
Z9	**Additional clauses relating to interpretation of the law**	
Z9.1		Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the *Employers' Agent* or *Adjudicator* 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.
Z10	***Employer's* Step in rights**	
Z10.1		If the *Consultant* 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 *Employer's Agent*, the *Employer*, without prejudice to his other rights, powers and remedies under the 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*.

Z10.2	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 *Consultant* is (Name): Address Tel No. Fax No.	
22.1	The *Consultant s key persons* are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		**CV's (and further *key persons* data including CVs) are appended to Tender Schedule entitled ..**
11.2(3)	The *completion date* for the whole of the *services* is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The *staff rates* are:	**name/designation** **rate**

25.2	The *Employer* provides access to the following persons, places and things	**access to**	***access date***
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The *expenses* stated by the *Consultant* are	**item**	**amount**

E	**Time based contract**
11.2(14)	The *activity schedule* is in

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Professional Services Contract - June 2005 (with amendments June 2006 and April 2013)

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

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Scope of Services*.

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

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

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

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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No. .

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

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

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

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

I/We the undersigned

on behalf of the Guarantor

of physical address

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

1. The terms *Employer*, *Consultant*, *Employer's* Agent, *services* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The *Employer* has the absolute right to arrange his affairs with the *Consultant* in any manner which the deems *Employer* fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

   • the date that the Guarantor receives a notice from the *Employer's Agent* stating that the Completion Certificate for the whole of the *services* has been issued, that all amounts due from the *Consultant* to the *Consultant* as

certified in terms of the contract have been received by the *Employer* and that the has fulfilled all his obligations under the Contract, or

- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer's Agent*

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

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

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

   (say) .....

   R .....

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

Signed at ..... on this ..... day of ..... 201_

Signature(s)	.....	.....
Name(s) (printed)	.....	.....
Position in Guarantor company	.....	.....
Signature of Witness(s)	.....	.....
Name(s) (printed)	.....	.....

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option G	
C2.2	*Staff rates* and *expenses*	

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 staff include all protective clothing and all standard equipment.
5) The staff rate for casual labour shall include the provision of all protective clothing.
6) 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.
7) The staff rates derived from the Pricing Schedule exclude value added tax.
8) This contract is for a 36 - month period. All costs will be fixed for 12 months, thereafter, will be subject to escalation on the anniversary of the contract.

C2.1.2 Expenses

1) 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.
2) All air travel shall be in economy class on a scheduled airline.
3) Accommodation means a
   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) charged at proven cost (actual cost not exceeding R1300 per person per day including breakfast).
   e) **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.

C2.2 Pricing Schedule

Below is the list of *disciplines identified; however, the tenderer may further list other required disciplines*

Staff Rates and Expenses Table

The *staff rates* are:

Category		Basis of staff rate , excluding VAT	Estimated Hours	Applicable parameter
1.	Structural Engineer	Rate per hour in Rands	360	R \ hour
2.	Civil Engineer		330	R \ hour
3.	Geotechnical Engineer		226	R \ hour
4.	Water Engineer		226	R \ hour
5.	Quantity Surveyor		180	R \ hour
6.	Draughtsman		270	R \ hour

Note: The estimated hours are provided **solely** for evaluation purposes and do not accurately represent the actual requirements for the Scope of Works.

The expenses are:

Category	Basis of expense , excluding VAT	Applicable Parameter
1. Pick up vans and bakkies		
1.1 Engine capacity less than or equal to 1600 cc	Cost per km in Rands	R /km
1.2 Engine capacity greater than 1600 cc and less than 2000 cc		R /km
1.3 4x4 with engine capacity 2000 cc or greater		R /km
2. Other Costs		
2.1 Accommodation	Proven Cost	
2.2 Geotechnical Investigations		
2.3 Topographical and land surveys		

Note: The Financial Offer score shall be derived from a simulation of estimated man-hours, expenses and other costs utilizing rates and factors that have been entered above the Tenderer.

Accommodation Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.

A comparative base will be made of manhours, expenses and other costs included in this simulation will be uniform.