

TENDER NUMBER: **TNPA/2024/11/0003/83972/RFP**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY.

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

TENDER FOR THE FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY.

RFP NUMBER:	: TNPA/2024/11/0003/83972/RFP
ISSUE DATE	: 15 September 2025
NON - COMPULSORY TENDER CLARIFICATION	: 30 September 2025
CLOSING DATE	: 17 October 2025
CLOSING TIME	: 16:00
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 are requested from persons, companies, close corporations, Joint Ventures/ Consortia or enterprises [hereinafter referred to as a Tenderer].

DESCRIPTION	FRAMEWORK AGREEMENT (PROFESSIONAL SERVICE CONTRACT) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

NON-COMPULSORY TENDER CLARIFICATION MEETING	<p>Non-Compulsory Tender Clarification Meeting</p> <p>It will be conducted via Microsoft Teams on the 30 September 2025, at 10:00 to 12:00 for a period of ± 2 (two) hours.</p> <p><u>Join the meeting now</u></p> <p>Despite the clarification session being non-compulsory, Transnet nevertheless encourages all tenderers to attend. Transnet will not be held responsible for any tenderer who did not attend the non-compulsory session and subsequently feels disadvantaged as a result thereof.</p>
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	<p>Any addenda to the tender or clarifications will be published on the National Treasury e-tender portal and Transnet website. Tenderers are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Tenderers do not receive the latest information regarding this tender with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
CLOSING DATE	<p>(17 October 2025) at 16:00</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration. If a tender has not fully uploaded by the closing time, it will be cut-off, and will result in a corrupted file and will not be capable of being evaluated.</p>
ADDENDA TO THE TENDER	<p>Any addenda to the tender or clarifications will be published on the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal. Bidders are required to check the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal prior to finalising their bid submissions for any changes or clarifications to the tender.</p> <p>Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this tender with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
VALIDITY PERIOD	<p>180 business days from Closing Date</p> <p>Tenderers are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful tenderer (s), the validity of the</p>



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	successful tenderer (s)' bid will be deemed to remain valid until a final contract has been concluded.
ELECTRONIC TENDER SUBMISSIONS	<p><u>Note to the tenderers:</u></p> <p>Tenderers are advised to ensure that electronic tender submissions are done at least a day before the closing date to prevent issues which they may encounter due to 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 tenderers as a result of technical challenges. Please do not wait for the last hour to submit.</p> <p>Tenderers shall ONLY use alphabetical and/ or numerical characters in naming their files. Failure to do so will result in files being corrupted/ quarantined and will NOT be available for evaluation.</p> <p>The Tenderer may only upload 30mb per upload and multiple uploads are permitted.</p>

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 tender and upload their bid proposals/responses on to the system.

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

Log on to the Transnet eTenders management platform website:

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are advised to ensure that electronic bid submissions are uploaded at least a day before the closing date to prevent issues which they may encounter due to internet speed, bandwidth or the size or the number of**



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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.

- **Tenderers shall ONLY use alphabetical and/ or numerical characters in naming their files. Failure to do so will result in files being corrupted/ quarantined and will NOT be available for evaluation for which Transnet takes no responsibility.**
- 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.
- d) **"A service provider may hold a maximum of four (4) active Task Orders. Should this limit be reached, the next qualifying service provider will be considered for subsequent awards."**

3. CONFIDENTIALITY

All information related to this tender 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. Shortlist the **fifteen (15)** highest scoring Tenderers in each Group to enter into a



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Framework Contract, unless objective criteria justify the shortlisting of additional or less tenderer.

- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Once the Framework is created, approach the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Not utilise the Framework to solicit tenders if the needs of the project and/ or Transnet dictate otherwise,
- 4.5. A tenderer may tender a response for either or both the Adjudicators and Arbitrators disciplines.

5. Transnet will award the tender to a maximum of the 15th highest scoring tenderer/s unless **objective criteria** exist that justify the award to lower or higher bidder. Transnet may apply the objective criteria in this bid process as follows:

- 5.1. Tenderer(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- 5.2. There is clear, uncontrived and/or overwhelming evidence and/or facts that the tenderer has or continues to be in breach of any of the provisions contained in the Integrity Pact **(T2.2-12)**;
- 5.3. The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- 5.4. Unless the appointment of the tenderer would result in a negative impact on Transnet's Return on Investment;
- 5.5. It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the tenderer has been awarded business previously and the award of the tender will result in an inequitable allocation of business;
- 5.6. The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact **(T2.2-12)**,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming



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evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;

- 5.7. In relation to the proposed contract, a due diligence exercise to validate the tenderer's proposal that demonstrates that it 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;
- 5.8. has no legal capacity to enter into the contract;
- 5.9. is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008 as amended, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- 5.10. does not comply with the legal requirements, if any, stated in the tender data;
- 5.11. is not able to perform the contract free of conflicts of interest.
- 5.12. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.13. Should the Tenderers be awarded business on the 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;
- 5.14. Request audited financial statements or independently reviewed financial statements as required by the company's Act and other documentation for the purposes of a due diligence exercise;
- 5.15. Not accept any changes or purported changes by the Tenderer to the tendered rates after the closing date;
- 5.16. 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;
- 5.17. 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);

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- 5.18. 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.
- 5.19. 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 tender with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 5.20. 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 T2.2-10], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 5.21. 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.*

6. 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

7. 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..... (MAAA)



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

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SECTION 1: SBD1 FORM**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2024/11/0003/83972/RFP	ISSUE DATE:	15 September 2025	CLOSING DATE:	17 October 2025	CLOSING TIME:	16:00
DESCRIPTION	FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (<i>please refer to section 2, paragraph 3 for a detailed process on how to upload submissions</i>): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Bhatisani Widzani			CONTACT PERSON	Bhatisani Widzani		
TELEPHONE NUMBER	N/A			TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	TNPATenderenquiries3@transnet.net			E-MAIL ADDRESS	TNPATenderenquiries3@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							

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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]				
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> <div>[IF YES ENCLOSE PROOF]</div>	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> <div>[IF YES, ANSWER QUESTIONNAIRE BELOW]</div>	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
<div>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?<div><input type="checkbox"/> YES <input type="checkbox"/> NO</div></div> <div>DOES THE ENTITY HAVE A BRANCH IN THE RSA?<div><input type="checkbox"/> YES <input type="checkbox"/> NO</div></div> <div>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?<div><input type="checkbox"/> YES <input type="checkbox"/> NO</div></div> <div>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?<div><input type="checkbox"/> YES <input type="checkbox"/> NO</div></div> <div>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?<div><input type="checkbox"/> YES <input type="checkbox"/> NO</div></div> <div>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</div>				

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS TENDER IS SIGNED:

(Proof of authority must be submitted e.g.
company resolution)

DATE: _____

TRANSNET NATIONAL PORTS AUTHORITY
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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts published in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.(see www.cidb.org.za).

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing Instructions C2.2 Pricing Schedule
Part C3: Scope of work	C3.1 Scope

C1.3 Interpretation

Transnet's Supply Chain Management Policy, in conjunction with Transnet's Preferential Procurement Policy will be applicable to this tender.

C1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- **call off** – means 'placing an order' with framework of service providers. A call off contract is an individual contract that falls under a framework agreement.
- **Equalization of rates or prices** – means the determination of a median or the averaging of rates or prices submitted by tenderers. This exercise is conducted by only considering compliant tenders submitted and excluding outliers in the determination since they tend to distort the calculation. The methodology will be applied, if required, once the final 15 ranked tenderers have qualified. Depending on the spread of rates, the lowest and highest outliers, or the two lowest and two highest outliers will be excluded from the calculation, and the remaining tenderers rates averaged.

In conclusion, TNPA will then communicate with all recommended tenderers (including the four which are outliers, if they are part of the recommended tenderers) to confirm the correctness of the equalized rate and also solicit whether these tenderers accept the equalized rate to be used for purposes of a framework contract or not. "Averaging of rates or prices" is used interchangeably with "Equalization of rates or prices", in this tender document.

- **Framework agreement** - means "An agreement between an employer and one or more service providers, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged" (SANS/ISO 10845-1:2015). For ease of reference, Transnet has used the word "Framework Contract" in the document instead of "Framework Agreement", and where each appears in the tender document, it carries the same meaning and the words are used inter-changeably.
- **mini – competition or multi bidding** in this document means a tender competition between the Service Providers in the Framework contract conducted in accordance with Transnet policies; it means an invitation to submit a Quotation or Priced Proposal issued by the TNPA pursuant in fulfilment of a scope of works.

- **RFQ – Request for Quotation** – means a request for price quotations from a service provider in the framework contract.
- **RFP – Request for Proposal** - means a request for price proposals from a service provider in the framework contract.
- **Task Order** – is an order for the performance of tasks during the period of the contract. Typically, a contract may be entered into for a Work Package, and that Work Package may comprise of several Task Orders. A service provider shall only have a right to render services and receive payment for work done once a Task Order has been issued.

C.1.4	The Employer's agent is:	Commodity Specialist
	Name:	Bhatisani Widzani
	Address:	TBA
	Tel No.	N/A
	E – mail	tnpatenderenquiries3@transnet.net

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

1. Stage 1 – Administrative and Substantive Responsiveness Test

The following are required for the tenderer to be evaluated further:

- **Whether the Bid has been lodged on time**
- **Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time**
- **Verification of the validity of all returnable documents.**
- **Verification if the Bid document has been duly signed by the authorised respondent.**

Mandatory / Pre-qualification Requirements

- **A fully completed and signed Form of Offer**
- **A fully completed and signed Pricing Schedule for the region/s in which the tenderer is responding.**

Only those tenderers who comply with all *eligibility criteria* for either the Arbitrators or Adjudicators disciplines will be evaluated further in terms of price and the applicable preference point system.

The evaluation criteria for measuring eligibility criteria are as stated in C.3.11. below and in Form T2.2-06.

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

C.2.7 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

C.2.10 Pricing the Tender Offer

- Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
 - Show VAT payable by the employer separately as an addition to the tendered total of the prices.
 - Provide rates and prices that are fixed for the duration of the contract, which will be adjusted in line with annual inflation as detailed in the Pricing Instructions and conditions of contract identified in the contract data.
 - A pricing schedule with hours is included in section C 2.2. The Tenderer is expected to price all line items contained in the pricing schedule, except where instructed otherwise. The rates provided by the tenderer will be verified for their reasonableness. Transnet reserves the right to adjust the final prices once the tenderer has been found to have complied with all other tender conditions.
 - Transnet also reserves the right to average or equalise the rates and prices offered for any activity by compiling an averaged set of common rates and/ or prices that will apply across the board to all the Service providers for that region and discipline during the execution of this framework.
 - If Transnet elects to execute the aforementioned right, tenderers will be provided an opportunity to accept or reject the calculated average (equalized) price. Tenderer(s)
-

who reject(s) the calculated average (equalized) price or who refuse to have their rates lowered through negotiations may not be included on this framework contract. A contract price adjustment (CPA) / escalation of prices, once a year, on the anniversary of the framework contract will be applied based on the CPI rates published by Stats SA in publication P0141.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- **Name of Tenderer:** (insert company name)
- **Contact person and details:**
- **The Tender Number:** TNPA/2024/11/0003/83972/RFP
- **The Tender Description:**
- DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY.
- ***Employer's Agent:* Bhatisoni widzani:**
tnpatenderenquiries3@transnet.net

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:
Date and Time: **17 October 2025 at 16:00**

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Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **180 Business days** 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 Compliance Status Pin 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 line with the code of good practice, more together with the tender; NOTE: Tenders from as a Joint Venture/ Consortium will not be considered for this procurement event

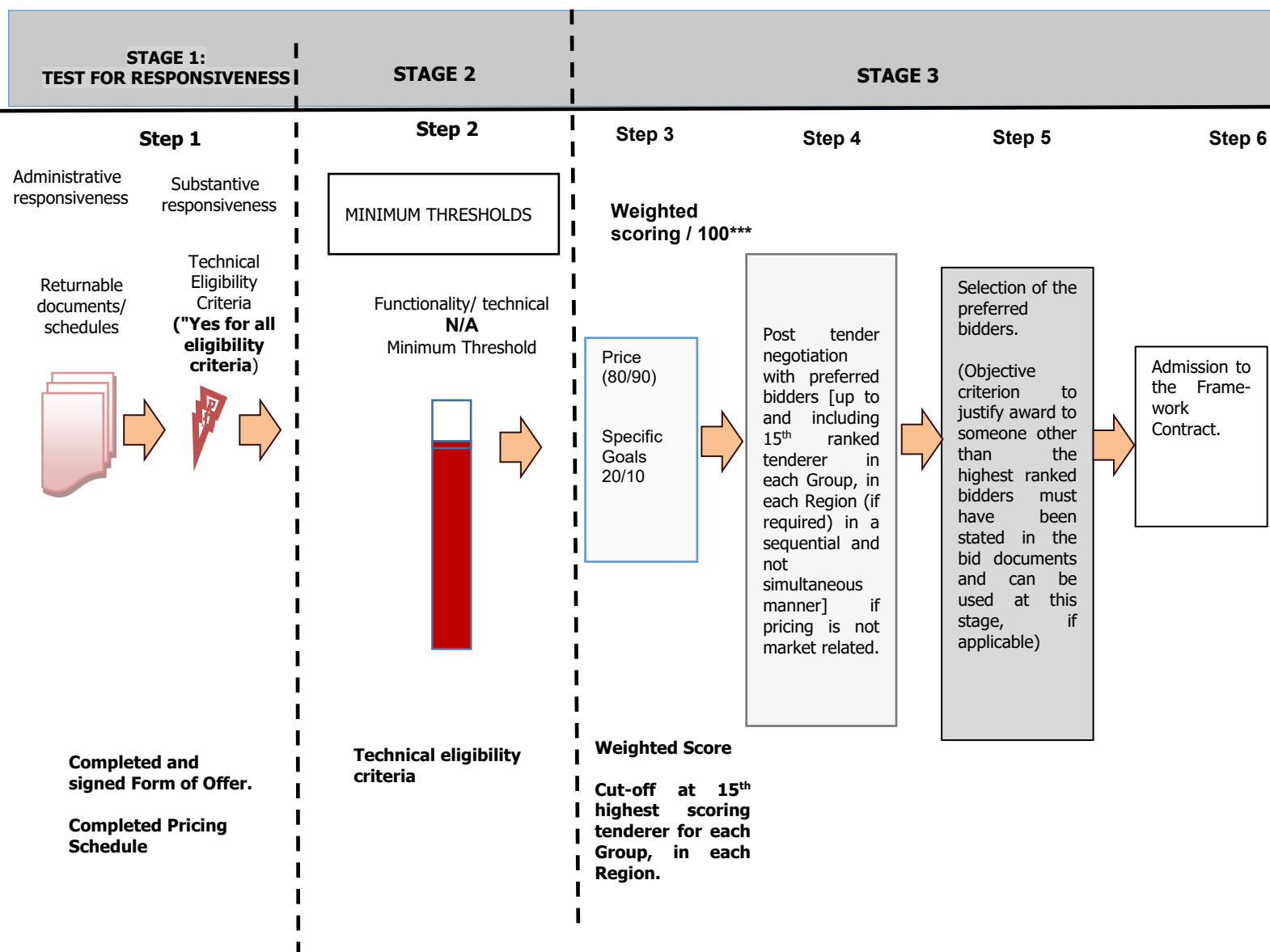
3. Proof of registration on the Central Supplier Database;

4. Certified copies of documents stated in Form T2.2-05

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

C3.11

EVALUATION METHODOLOGY



The minimum requirement for a tender to be considered further is to achieve a "YES" for all criteria of a specific discipline.

The procedure for the evaluation of responsive tenders is Eligibility Criteria, Points System, Objective Criteria (if any).

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Only those tenderers who comply with all eligibility criteria for a discipline and will be eligible for further evaluation.

Form T2.2-06 Schedules A and B contain the eligibility criteria and format of scoring.

Step 1 Technical Eligibility Criteria

Each discipline will be evaluated in terms of the eligibility evaluation criteria which are:

- Minimum educational standard/ qualification,
- Registration requirements with professional bodies or other discipline-appropriate body,
- Minimum experience.

Each of the criteria applicable to a specific discipline will be scored on a YES/ NO basis, with all criteria for a specific discipline requiring a "YES" to comply for that discipline. The evaluators will score independently of each other and when complete, the scores for each discipline will be assessed and a final score for each discipline will be determined.

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

C.3.11. Only tenders that achieve a "Yes" for all criterion of a discipline will be evaluated further in accordance with the 90/10 or 80/20 preference points systems as described in the Preferential Procurement Regulations - 2022.

The 90/ 10 points system will be utilised where the value of the lowest acceptable tenderer exceeds R50 million, inclusive of all applicable taxes.

The 80/20 points system will be utilised where the value of the lowest acceptable tenderer is less than or equal to R50 million , inclusive of all applicable taxes.

Discipline	Minimum Threshold
Adjudicators	Achieve a "YES" for all eligibility criteria
Arbitrators	Achieve a "YES" for all eligibility criteria

Step 2: Weighted scoring

EVALUATION METHOD	
TENDERS VALUED AT LESS THAN OR EQUAL TO R50 MILLION	
Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

EVALUATION METHOD	
TENDERS VALUED AT MORE THAN R50 MILLION	
Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
TOTAL SCORE:	100

A maximum of 10 or 20 preference tender evaluation points will be awarded to tenderers who complete the preferencing schedule **SBD 6.1** and who are found to be eligible for the preference claimed.

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

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

The maximum points for this bid are allocated as follows:

TENDERS VALUED AT LESS THAN OR EQUAL TO R50 MILLION	
DESCRIPTION	POINTS
PRICE	80
B-BBEE Level of contributor – Level 1 or 2	20
Non-compliant and/or B-BBEE Level 3-8 contributors	00
Total points for Price and Specific Goals must not exceed	100

OR

TENDERS VALUED AT MORE THAN R50 MILLION	
DESCRIPTION	POINTS
PRICE	90
B-BBEE Level of contributor – Level 1 or 2	10
Non-compliant and/or B-BBEE Level 3-8 contributors	00
Total points for Price and Specific Goals must not exceed	100

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

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

Step Three Post Tender Negotiations

Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in Post Tender Negotiations with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- Negotiate with the 1st to 15th ranked tenderers (if required) in a sequential manner.
- To the extent that negotiations result in re-ranking of tenderers, re-rank the 1st 15 tenderers.
- If required, negotiate with any new tenderers entering the top 15 ranked tenders.
- When there is no further movement in the top 15 ranked tenderers, finalise the Framework for recommendation.

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

Deadlock breaking mechanism.

In the event of a tie (i.e. two tenderers scoring an equal number of total points), the bidder who scored the highest points for specific goals will be included in the framework contract.

Where two or more tenderers score equal total points in all respects the framework contract will be decided by drawing of lots.

In respect of admission to the Framework Contracts, the above deadlock breaking mechanism will be implemented in respect of the 15th ranked tenderer(s).

In respect of the secondary procurement from the Framework, the above deadlock breaking mechanism will be implemented in respect of the award of a contract.

Step Four Objective Criteria

The framework contract will be formed by tender offers of the 15 ranked tenderers unless objective criteria justifies to either a lower or higher number of tenderers:

- Tenderer(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance on previous or current appointments with Transnet SOC Ltd and or Transnet National Ports Authority;
- There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-12);
- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;

- The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact (T2.2-12),

Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.

- resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- has no legal capacity to enter into the contract;
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- does not comply with the legal requirements, if any, stated in the tender data; and is not able to perform the contract free of conflicts of interest;
- The tenderer or any of its directors/shareholders is not listed on the National Treasury 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;
- the tenderer does not appear on Transnet's list of restricted tenderers and National Treasury's list of Restricted Suppliers.;
- 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.

Step Five Admission to the Framework Contract

A Framework will be created for Arbitrators and a separate Framework will be created for Adjudicators. It is the intention of Transnet to appoint a maximum of fifteen (15) and a minimum of three (03) highest ranked tenderers in each Framework. Unsuccessful tenderers will be notified, giving reasons why they were unsuccessful. Transnet will publish the outcome of this tender in the National Treasury e-tender portal and Transnet website within 10 days after the Bid Adjudication Committee has approved the Framework. Tenderers are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful tenderers have a right to request Transnet to furnish individual reasons for their tender not being successful. This request must be directed to the contact person stated in the SBD 1 form and tender data clause C.1.4.

Other divisions of Transnet may make use of these Framework Contracts, upon request and acceptance by both TNPA and the tenderer(s) concerned.

Being admitted to this framework does not limit tenderers from participating in any other similar Transnet tenders.

Organs of State outside of Transnet may not make use of these Frameworks.

Rules of engagement post appointment

- A secondary procurement process will be instituted amongst the service providers whenever a need for services arises. This secondary procurement will define the work package, and which may be further broken down into Task Orders. The secondary procurement process is set out below:
 - a) A simplified tender document including a Scope of service for the specific work package being procured will be sent to all Framework Service Providers in a specific group to price;
 - b) Evaluation will be based on the preference points system using either a 90/10 or 80/20 preference points scoring system as applicable to that work package. Transnet reserves the right to introduce further evaluation criteria, including other

specific goals at the secondary stage of tendering if the nature of the project or work package dictates.

- c) At the time of procuring a work package, service providers approved on the Framework will be requested to declare any conflicts of interest. If any conflicts of interest are declared, that service provider shall not be eligible for that work package .
- d) If, at the time of evaluation of the submissions for the work package, the highest scoring tenderer has two or more work packages allocated of which two or more are not more than 80% complete, the next highest scoring tenderer may be considered for award of the work package.
- e) Where an award to a tenderer who currently has two or more projects is contemplated, an assessment of the tender's resources/ capacity to execute an additional work package will be undertaken.

C.3.12 The number of paper copies of the signed contract to be provided by the Employer is 1 per tenderer in the framework.

T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

T2.2.01 Compliance with Mandatory Requirements (Signed Form of Offer and Pricing Schedule)

2.1.2 Stage One: Schedules to be utilised for evaluation purposes:

T2.2-05 Eligibility Evaluation Criteria with CVs, Qualifications, proof of Registration

2.1.3 Returnable Schedules:

General:

SBD1	Invitation to Tender
T2.2-02	Authority to submit a tender
T2.2-03	Record of addenda to tender documents
T2.2-04	Letter of Good Standing (if applicable)
T2.2-06	Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

Agreement and Commitment by Tenderer:

T2.2-07:	CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
	SBD 6.1
	SBD 4
T2.2-08	Non-Disclosure Agreement
T2.2-09	RFP Declaration Form
T2.2-10	RFP – Breach of Law
T2.2-11	Certificate of Acquaintance with Tender Document
T2.2-12	Service Provider Integrity Pact

T2.2-13 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-14 Insurance provided by the Contractor

T2.2-15 Three (3) years audited or reviewed financial statements.

T2.2-16 Transnet Supplier Declaration Form

T2.2-17 Agreement in terms of Protection of Personal Information Act 4 of 2013 (POPIA)

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Schedules: Adjudicators

2.6 C2.2 Pricing Schedules: Arbitrators

T2.2-01: Tenderer's Compliance with Mandatory Requirements

Any tenderer that fails to meet all two mandatory requirements below, will be regarded as an unacceptable tender.

Tenderer's pre-qualification requirements

	Pre-Qualifications requirements to be submitted with RFP	Submitted (attached to T2.2-01) Yes / No	
1.	A fully completed and signed Form of Offer		
2.	A fully completed and signed Pricing Schedule (a rate for every discipline must be returned in Schedule A contained in C2.1)		

T2.2-02: 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 of _____, hereby confirm that by resolution of the board taken on _____ (date), Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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



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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

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T2.2-03: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-04 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

.....
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T2.2-05: Eligibility Schedule – Adjudicators and Arbitrators in the Built Environment.

The tenderer shall submit CVs for the various disciplines indicated in **Schedule A** below.

Notwithstanding one tender process, two Frameworks will be created – i.e. one for Adjudicators and one for Arbitrators.

Schedule A serves as a formal declaration of the resources nominated by the tenderer to conduct the functions of Adjudications and or Arbitration under this tender. Each nominated individual must be assigned to a specific discipline i.e. adjudication and or arbitration and must meet the eligibility criteria defined in Schedule B.

Tenderers are required to complete the table by listing the full names of the nominated individuals for each discipline. For each nominee, a detailed CV must be submitted, accompanied by all supporting documentation as specified in Schedule B. These documents must provide sufficient detail to enable TNPA to evaluate the nominee's compliance with the minimum requirements for qualifications, professional registration, and experience.

Notwithstanding that the eligibility requirements are stipulated at the level of an individual, the tender submission may be submitted by a company, Joint Venture/ Consortium, or sole proprietor.

EXPERIENCE REQUIREMENTS

1. Adjudicator:
 - Minimum 15 years post-registration experience
 - At least 8 years of experience in adjudicating NEC3, FIDIC, GCC, or JBCC contracts.
 - Minimum of 8 adjudication processes conducted and concluded.
 - Documents to be submitted for evaluation:
 - 1.1 CV detailing years of experience and contract types
 - 1.2 Reference letters or letters of appointment confirming adjudication processes
 - 1.3 Project list or summary indicating adjudication roles and durations
2. Arbitrator:
 - Minimum 20 years post-registration experience
 - At least 10 years of experience in arbitrating NEC3, FIDIC, GCC, or JBCC contracts
 - Minimum of 3 arbitration processes concluded
 - Documents to be submitted for evaluation:
 - 2.1 Detailed CV listing years of experience and contract types
 - 2.2 Reference letters or letters of appointment confirming arbitration processes
 - 2.3 Project list or summary indicating arbitration roles and durations



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-
3. As a minimum each CV shall contain the following, but not be limited to:
- a. Personal particulars
 - b. Name
 - c. Date and place of birth
 - d. Education Institution and date(s) studies where completed.
 - e. Name of current employer and position in the employer. Pre-registration experience,
 - f. Post- registration experience.
 - g. Where experience related to professional registration is not required – total experience shall be indicated.
 - h. Experience shall be set out in date order (latest to oldest) generally indicating the nature of the assignment and start/ finish dates of each assignment.
 - i. Contain a signed and dated statement by the person who is the subject of the CV that all facts contained therein are true and correct.

Any information contained in CVs that is found to be incorrect will be considered a misrepresentation and Transnet reserves the right to act in accordance with the provisions set out elsewhere in this tender document.

QUALIFICATION REQUIREMENTS

Tertiary Qualifications (where required in terms of the eligibility criteria) as specified in Schedule B.

- Minimum Requirement:
NQF Level 8 qualification in the Built Environment (e.g. Engineering, Architecture, Naval Architecture, Quantity Surveying)
PLUS a postgraduate qualification in Mediation, Adjudication, and/or Arbitration
- Documents to be submitted for evaluation:
Copies of Degree and/or Diploma certificates for both undergraduate and postgraduate qualifications - (NB: Only the qualifications required to meet the eligibility criteria are required),

REGISTRATION REQUIREMENTS

Professional Registrations (where required in terms of the eligibility criteria)

- Minimum Requirement:

Registration with one of the following Built Environment Councils:

- SACAP (Architects)
- SACPQSP (Quantity Surveyors)
- ECSA (Engineers)

AND membership with at least one of the following:

- SAICE Presidents' Adjudication & Dispute Resolution list



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- CIDB Panel of Adjudicators
- Fellow of the Association of Arbitrators

Proof of professional registration indicating the category of registration, registration number and professional council shall be included. Kindly note that Registration status will be confirmed on the relevant Institutions' web site during the tender evaluation process. Documentary evidence submitted with the tender shall be for purposes of correctly identifying the name and registration number of the specified resource and shall not be the final determinant of Registration status. The registration must be valid at the time of evaluation. Tenderers are therefore advised that they must keep their professional registration valid throughout the evaluation and contracting period.

Eligibility criteria for each discipline are set out in **Schedule B**.

Where an Arbitrator/Adjudicator is not in the appointed location, reasonable travel and accommodation disbursements may be claimed.

SCHEDULE A: LIST OF RESOURCES NOMINATED (Please read Schedule B for eligibility criteria for each discipline prior to completing this schedule.).				
Group	No.	Discipline	Name(s) and Surname(s)	CV attached. (Y/N)
Adjudicator and Arbitrator	A1.	Adjudicator		
	A2.	Arbitrator		

SCHEDULE B: ELIGIBILITY CRITERIA

1. **Schedule B** below contains the eligibility criteria for each discipline.
2. The disciplines contained in **Schedule A**, are aligned with the disciplines in **Schedule B**.
3. Tenderers are advised to consider the eligibility criteria for each resource listed in **Schedule B** *prior* to completing **Schedule A**, and then ensure that the resources provided in **Schedule A** (with the CVs) matches or exceeds the eligibility criteria set out in **Schedule B**.
4. *Staff Rates tendered in the Pricing Schedule in C2.1 shall be in respect of staff that meet or exceed the eligibility criteria set out in Schedule B below.*

Notes to the Eligibility Criteria Schedule B:



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1. Registration means registration with the applicable South African Professional Council. Transnet will not consider professional registration from a non- South African body.
2. Professional Registration does not include registration in the "Candidate" category.
3. Where the term "relevant" or "applicable" is used – the decision as to what is "relevant" or "applicable" will be at the sole discretion of Transnet.
4. "Post Registration" Experience means experience accumulated in the specific discipline after the date of registration in the "Professional" category with the applicable Professional Council. Where more than one Professional Registration category is stipulated, "post registration experience" shall be measured from the earlier registration.
5. The qualifications stipulated in schedule B as eligibility criteria are the minimum requirements.
6. Academic transcripts will not be accepted in substitute of a qualification.
7. SAQA: Means the South African Qualifications Authority (SAQA) regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV refers to qualifications obtained outside of South Africa the tenderer should demonstrate the equivalency of the non-South African qualification to the South African National Qualifications Framework (NQF levels). The SAQA certificate in respect of the foreign qualification shall be included. Failure to do so may result in the qualification not being evaluated.. NQF levels will be determined in line with to this form T2.2-05. Where a dispute arises over the NQF level of any particular qualification the onus is on the tenderer to provide a verification certificate from SAQA.
8. A tender that is responsive in terms of the eligibility criteria, is a tender where compliance for all disciplines within a group has been achieved.

SCHEDULE B: ELIGIBILITY CRITERIA

ROLE/ FUNCTION	Minimum educational/ training requirement	Y/N	Minimum Professional Registration requirements	Y/N	Minimum experience requirement	Y/N	Y/N
Adjudicator/	<p>An NQF Level 8 qualification in the Built Environment (Engineers, Architects, Naval Architect, Quantity Surveyor only)</p> <p>AND</p> <p>a post graduate qualification in Mediation, Adjudication and/ or Arbitration</p> <p>Copies of Degree / Diploma Certificates to be submitted as proof.</p>		<p>Professional Registration with one of the following Built Environment Councils: SACAP, SACQSP, ECSA</p> <p>AND</p> <p>Membership of any one of the following institutions:</p> <ul style="list-style-type: none"> the SAICE Presidents' Adjudication & Dispute Resolution list, or the CIDB Panel of Adjudicators, or a Fellow of the Association of Arbitrators, <p>Copies of Registration Certificates with the relevant Council and proof of admission to the SAICE or CIDB or Association of Arbitrators' panels shall be provided. Notwithstanding submission of a Certificate of Registration with the relevant Council, eligibility will be determined during evaluation by</p>		<p>A minimum of 15 years' post registration/ experience with a minimum proven experience of at least 8 years in NEC 3, FIDIC, GCC or JBCC forms of contracts Detailed CVs to be provided listing years of experience for the above.</p> <p>AND</p> <p>Proof of a minimum of eight adjudication processes concluded. Evidence shall be provided in the form of client reference letters, or Letters of Appointment.</p>		



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0003/83972/RFP

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY

				reference to the relevant Council's web site.				
	Arbitrator	<p>An NQF Level 8 qualification in the Built Environment (Engineers, Architects, Naval Architect, Quantity Surveyor only)</p> <p>AND</p> <p>a post graduate qualification in Mediation, Adjudication and/ or Arbitration</p> <p>Copies of Degree / Diploma Certificates to be submitted as proof.</p>		<p>Professional Registration with one of the following Built Environment Councils: SACAP, SACQSP, ECSA</p> <p>AND</p> <p>Membership of any one of the following institutions:</p> <ul style="list-style-type: none"> the SAICE Presidents' Adjudication & Dispute Resolution list, or the CIDB Panel of Adjudicators, or a Fellow of the Association of Arbitrators. <p>Copies of Registration Certificates with the relevant Council and proof of admission to the SAICE or CIDB or Association of Arbitrators' panels shall be provided. Notwithstanding submission of a Certificate of Registration with the relevant Council, eligibility will be determined during evaluation by reference to the relevant Council's web site.</p>		<p>A minimum of 20 years' post registration/ experience with a minimum proven experience of at least 10 years in NEC 3, FIDIC, GCC or JBCC forms of contracts.</p> <p>Detailed CVs to be provided listing years of experience for the above.</p> <p>AND</p> <p>Proof of a minimum of three arbitration processes concluded. Evidence shall be provided in the form of client reference letters, or Letters of Appointment.</p>		

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T2.2-06: Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

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The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent*(Complete with a "Yes" or "No")*

A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	
--------------------	--	---------------------------------------	--	--	--

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.

	Name of Entity / Business	Role in the Entity Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark applicable with an X)	
						the option

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

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T2.2-07 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture or Consortium 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 member of a Joint Venture and be attached as a tender requirement.

Section 8: The attached SBD 6.1 must be completed for each member of a Joint Venture and be attached as a tender requirement.

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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	_____		

TENDER NUMBER: TNPA/2023/12/0024/51741/RFP

DESCRIPTION OF THE SERVICES: FRAMEWORK FOR AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON "AS-AND-WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

SBD 4

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 interest¹ 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

¹ 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.

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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**

2.2.1 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 consortium² 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

² 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.

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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.
- 3.6 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

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SBD 6.1

SPECIFIC GOALS 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).
- 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.

1.2 Either the 80/20 or 90/10 preference point system will apply

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:

DESCRIPTION	POINTS
PRICE	80/90
B-BBEE Status Level of Contributor 1 or 2	20/10
Non-compliant and/or B-BBEE Level 3-8 contributors	00
Total points for Price and Specific Goals must not exceed	100

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- 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.

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- (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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

- 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:

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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

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	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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.]</p>
EME¹	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

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.

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.

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- 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 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 10 or 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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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 Supplier/Service provider
- ☐ Other Suppliers/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

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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:

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T2.2-08 NON-DISCLOSURE AGREEMENT

[..... 2025]

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

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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;

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- 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,

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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.

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- 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.

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- 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

T2.2-09: TENDER DECLARATION FORM

NAME _____ OF _____ COMPANY:

We _____ do
hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Complaints Office process and will be subject to the Terms of Reference of the Complaints Office. The Complaints Office 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 Complaints Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

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T2.2-10: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

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T2.2-11: 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:

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- 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

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T2.2-12 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly

with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering

process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

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

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

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

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

- a) prices;

- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept

by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

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

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly,

with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

Signature

Date

T2.2-13 : 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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: **TNPA/2024/11/0003/83972/RFP**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY.

T2.2-14: Insurance provided by the *Consultant*

Clause 81.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006 and April 2013) requires that the *Consultant* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

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

T2.2-17 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

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

YES	
-----	--

NO	
----	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2023

Name: _____

Title: _____

Signature: _____

Insert name of Service Provider

(Operator)

Authorised signatory for and on behalf

(Insert name of Service Provider) who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-15: Three (3) years financial statements

Attached to this schedule is the last three (3) years audited or independently reviewed financial statements of the single tenderer/ members of the Joint Venture/ Consortium. Where an entity is required by law, or where available, then audited financial statements shall be provided.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

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TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: **TNPA/2024/11/0003/83972/RFP**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY

T2.2- 16 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

Did your company previously operate under another name?	Yes	No
If YES state the previous details below:		
Trading Name		
Registered Name		
Company Registration No Or ID No If a Sole Proprietor		

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Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
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Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
--	---------------------------	--	--

Does your company have a valid proof of B-BBEE status?						Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)						1	2	3	4	5	6	7	8	9
Majority Race of Ownership														
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership								
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans										
Please Note: Please provide proof of B-BBEE status as per Appendix C and D: <ul style="list-style-type: none"> Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; 														

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- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
EMPOWERING SUPPLIER <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
FIRST TIME SUPPLIER <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
SUPPLIER DEVELOPMENT PLAN	<p>YES <input type="radio"/> NO <input type="radio"/></p>

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<p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).</p>	
<p>DEVELOPMENT PLAN DOCUMENT</p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p>ENTERPRISE DEVELOPMENT BENEFICIARY</p> <p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT BENEFICIARY</p> <p>A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>GRADUATION FROM ED TO SD BENEFICIARY</p> <p>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>ENTERPRISE DEVELOPMENT RECIPIENT</p> <p>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>

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

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APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

Commissioner of Oaths

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

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

Commissioner of Oaths

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APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

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

3. I hereby declare under Oath that:

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

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- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was

between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

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APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	

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

3. I hereby declare under Oath that:

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

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

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

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VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

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<p>9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.</p>		
<p>10. Central Supplier Database (CSD) Summary Registration Report.</p>		

C1.1 FORM OF OFFER & ACCEPTANCE – ADJUDICATORS AND ARBITRATORS

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a Framework Contract for the provision of Arbitration and Adjudication services for infrastructure projects.

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.

Group No	Group Name	Price
A	Adjudicator pricing schedule price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.1	R
	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the Prices inclusive of VAT is	R
	(in words)	
B	Arbitrator pricing schedule brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.1	R
	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the Prices inclusive of VAT is	R
	(in words)	



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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.

The offer tendered herewith is for purposes of evaluation only and does not reflect the value of any appointment. The rates and/ or percentages tendered in the Pricing Schedules (C.2.2.1, C.2.2.2 and C.2.2.3) will be used for evaluation purposes.

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

DESCRIPTION OF THE SERVICES: THE FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY.

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer for evaluation purposes. The rates and percentages tendered in the Pricing Schedule will form the basis of any further Work Package orders, and not the total of prices contained in the Form of 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 in respect of the rates and percentages tendered, and 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.



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Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

DESCRIPTION OF THE SERVICES: THE FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY.

Schedule of Deviations

No.	Subject	Details
1
2
3
4
5
6
7

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

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



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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule E: Time based contract G: Term contract W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X7: Delay damages X9: Transfer of rights X10 <i>Employer's Agent</i> X13: Performance Bond X18: Limitation of liability X20: Key performance indicators Z: <i>Additional conditions of contract</i>
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd



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Address

Registered address:

**Transnet Corporate Centre
150 Eloff Street
Braamfontein
Johannesburg
2000**

Having elected its Contractual Address for the purposes of this contract as:

**Transnet National Port Authority
Administration Building
(eMendi)
Neptune road, off Klub Road
Port of Ngqura
Port Elizabeth 6212**

11.2(9)	The <i>services</i> are	FRAMEWORK AGREEMENT (PSC) FOR ADJUDICATORS AND ARBITRATORS IN THE BUILT ENVIRONMENT FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS FALLING UNDER THE MANAGEMENT OF THE TRANSNET NATIONAL PORTS AUTHORITY.		
11.2(10)	The following matters will be included in the Risk Register	N/A – to be stated in the 2 nd stage of procurement.		
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document. A project-specific scope will be issued at the 2 nd stage of procurement.		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	2 (two) weeks, except if the <i>Project Manager's</i> authority to agree to increases in Prices and/or Time is exceeded and he needs to refer the application to a higher delegation of authority (DoA), then the period for reply is an additional eight (8) weeks.		
13.6	The <i>period for retention</i> is	N/A		
2	The Parties' main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		<i>access date</i>
		1	N/A – to be stated in the 2 nd stage of procurement.	N/A – to be stated in the 2 nd stage of procurement.

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		2		
		3		
3	Time			
31.2	The <i>starting date</i> is	For the Framework: will be the date of issue of a letter to tenderers confirming their acceptance onto the Framework . For a Task Order: will be when approval of a Task order is issued and an instruction to proceed is issued by the employer.		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	For the Framework: Three years from date of issue of a letter to tenderers confirming their acceptance onto the Framework. or For a Task order/Work Package – as stated in the Task Order or Work Package..		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date	
		1	N/A – to be stated in the 2nd stage of procurement.	N/A – to be stated in the 2nd stage of procurement.
		2		
		3		
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date where applicable.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.		
41.1	The <i>defects date</i> is	To be stated in the 2nd stage of procurement		
5	Payment			
50.1	The <i>assessment interval</i> is on the	18th day of each successive month.		
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount	



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		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i>.	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i>.	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination

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failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity 52 Weeks insurance for not less than R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party 0 Weeks 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 <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of 0 Weeks indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.
Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00



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81.1	The <i>Employer</i> provides the following insurances	<p>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the <i>services</i>.</p> <p>General Third-Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><i>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 (to be determined at the secondary procurement stage).</i></p>
9	Termination	No additional data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	4 weeks.
E	Time based contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
11	Data for Option W1	



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W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i> . Where Transnet has established a Framework of Adjudicators, appointment of an <i>Adjudicator</i> will be in terms of the Transnet Framework of Adjudicators.		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	In respect of projects in the Eastern Region: Durban In respect of projects in the Central Region: Port Elizabeth In respect of projects in the Western Region: CapeTown		
	The person or organisation who will choose an arbitrator: <ul style="list-style-type: none">• if the Parties cannot agree a choice or• if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>index</i> is	Statistics SA Publication P0141		
	The <i>staff rates</i> are	Set out in Section A of C 2.2.1		
X2	Changes in the law			
X2.1	The <i>law of the project</i> is	South African.		
		1	N/A	R0.00
		2	N/A	R0.0
		3	N/A	R0.00
	Remainder of the <i>services</i>			R0.00
X7	Delay damages			

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X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	To be determined at the 2nd stage of procurement.
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	To be advised.
	Address	To be advised
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X13	Performance bond	
X13.1	The amount of the performance bond is	R0.00.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	To be determined at the 2nd stage of procurement
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices).
X18.3	The <i>end of liability date</i> is	To be determined at the 2nd stage of procurement
X20	Key Performance Indicators (not used when Option X12 also applies)	Contract skills Development Goals.
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	N/A
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	4 months
Z	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are	



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Z1	Obligations in respect of Joint Venture Agreements
Z1.1	<p data-bbox="783 383 1222 409">Insert the additional core clause 21.5</p> <p data-bbox="783 448 1495 701">21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> 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 <i>starting date</i>. The Joint Venture agreement shall contain but not be limited to the following:</p> <ul data-bbox="783 734 1495 1783" style="list-style-type: none"> • 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: <ul data-bbox="831 1144 1495 1462" style="list-style-type: none"> i. of their joint and several liability to the <i>Employer</i> to Provide the <i>services</i>; 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 <i>Consultant's</i> representative; iv. Identification of the roles and responsibilities of the constituents to provide the <i>services</i>. • Financial requirements for the Joint Venture: <ul data-bbox="831 1563 1495 1783" style="list-style-type: none"> 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	<p data-bbox="783 1809 1177 1836">Insert additional core clause 21.6</p> <p data-bbox="783 1874 1495 1966">21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>

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Z2	Additional obligations in respect of Termination
Z2.1	<p>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</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings • repudiated this Contract
Z2.2	<p><i>Clause 90.5 is added as an additional clause</i> 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.</p>
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA
Z3.1	<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z4	Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action



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



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Z5.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time
Z6.1	<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z7	Compensation Events
Z7.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.

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Z11 *Employer's Step-in rights*

Z11.1

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*.

Z11.2

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

Z13.

Z13.1

Part one - Data provided by the Employer.

1. There is no contract to be signed at this stage of procurement.
2. Transnet National Ports Authority will use Transnet approved forms of contracts – NEC3 – Professional Services Contract to contract with the successful service provider following a secondary procurement process (from the framework contract list) has been concluded and a tender has been awarded to a successful bidder.
3. The following are basic terms and conditions of the Framework Contract to be applied to all service providers admitted to the framework contract:

Z13.2

Management and Procurement within the Framework Contract

Z13.2.1

1. Terms and Conditions of the Framework Contract

- a) Where applicable equalized or averaged common rates will be used at this stage.
- b) Service Providers' rates, cost parameters or prices must be market related and will be fixed for the 1st year of this framework contract. Rates or prices may be escalated on the anniversary of the framework contract. The escalation will be at the general inflation rate determined by the Statistics SA Publication P0141. The values of rates shall be increased by applying the annual inflation rate, prevailing at the time. Eighty five percent (85% of the rate will be subject to escalation at the CPI index – "Headline Inflation"). Fifteen percent (15%) of the rate will remain fixed.
- c) For work packages that have been issued prior to the annual anniversary of this framework, but the work continues beyond the annual anniversary of the framework, only the portion of the work which falls into the next year may be escalated.
- d) For the above escalation (c) to be properly administered, at the beginning of the contract, the service provider must submit a works programme / schedule to the employer, and it must be approved by the representative of the employer for the project. Only that portion of work falling into the following year and defined on the approved program will be subject to escalation.

Z.13.2.2 **Procurement within a Framework Contract**

- a) There shall be not less than three (3) service providers, and not more than fifteen (15) in a framework contract in either the Adjudicators or Arbitrators Framework.
- b) The top 15 highest scoring bidders in terms of the PPPFA Regulations, 2022 will be admitted to the Framework unless other objective criteria apply.
- c) Where Rates, Percentages or Lump Sums tendered for the Framework are deemed not appropriate to a specific scope of works, Transnet reserves the right to request new rates, percentages or Lump Sums. However, unless circumstances determine otherwise (emergency or urgent cases), these new rates or percentages or Lump Sums shall be obtained in a competitive manner from all Service Providers listed in the relevant Framework.
- d) All Service Providers to be admitted to the framework contract will have their names published on the TNPA portal and the National Treasury e-tenders portal.
- e) There will be minimal amendments to the original terms of the framework contract.

Z.13.2.3 **Principles of the current Framework Contract**

- a) TNPA will always prefer a competitive procurement or quotation procedure within the framework, i.e., invitation of service providers within a framework contract to submit quotations.
- b) Notwithstanding the above statement, Transnet, in certain circumstances defined by the policy, may utilize a direct selection method. Justification of using a direct selection method, whenever it is selected, must always be in terms of Transnet's policy and have obtained the required approvals.
- c) Rotation of service providers, in the case of clearly defined items or works with fixed (common) rates, may be used.
- d) Selection through ranking of suppliers, in the case of fixed (common) rates, may be used.
- e) The secondary procurement phase will be evaluated on substantive compliance, price and preference, unless the specifics of the Work Package being procured requires the introduction of other criteria. Should other criteria be introduced, they shall not be in conflict with Transnets' Preferential Procurement Policy, the Procurement Policy, the Procurement Manuals or applicable legislation..
- f) Electronic systems may be used to manage the ranking or rotation of contractors in the framework contract.
- g) Unsuccessful contractors/service providers/ consultants will be informed about the award outcomes through the publication of their names on Transnet's tender portal.
- h) The evaluation of framework contract submissions will be done by duly appointed persons or structures of Transnet.
- i) The delegated official or structure will approve the award.

Z.13.2.4 **Procurement within the framework contract and turnaround times**

- a) TNPA will use the most economic means to issue procurement documents to framework service providers which will by default be through the Transnet electronic tender portal. Submissions will also, by default, be submitted through the electronic tender portal.
 - b) Contractors in the framework contract must have the capability to provide timeous responses to invitations to respond to a secondary tender. .
 - c) The tender period for invitation of tenders or Request for Quotations (RFQs) for service providers in a Framework Contract will vary between twelve (12 hours) and up to thirty (30) days, depending on the nature, complexity and/or urgency of services or works.
 - d) Service Providers in the framework contract must ensure that they are capable of responding to TNPA, with their complete submission, within such limited times.
-

Z.13.2.5 Use of TNPA's Framework Contracts by another Operational Division of Transnet and/or other Organ of State

- a) TNPA's Framework Contracts may be used by other Transnet Operating Divisions but not by any other Organs of state.
- b) TNPA will avail all relevant information to the Transnet division requesting to utilize TNPA's framework contracts.
- c) Such a request shall be accompanied by an outline of:
 - i) the scope and anticipated quantum of work associated with the services and where such services are required;
 - ii) whether or not the services of only one framework service provider will be required, and if so, the motivation for requiring the services of such service provider; and
 - iii) the benefit to be derived from making use of the framework contract.
- d) The Accounting Officer or Accounting Authority or delegated official within TNPA may approve a request made in terms of the above for another Operating Division of Transnet to utilize TNPA's framework contract, conditionally or unconditionally, if:
 - (i) the framework contract was put in place following a competitive tender process;
 - (ii) confirmation is obtained that the framework contract is suitable for the intended use, and the required goods, services and works fall within the scope of such contract;
 - (iii) the framework contractor agrees in writing to accept an order from that Operating Division;
 - (iv) the Operating Division undertakes to pay the contractor in accordance with the terms and conditions of the agreement; and
 - (v) the term of the framework contract does not expire before the issuing of the required orders.
- e) The service provider in the framework contract may accept his services to be utilised by another operating division of Transnet, if approved by TNPA.

Z.13.2.6 **Conduct of those admitted to the Framework Contract**

- a) Service Providers in the framework contract shall abide by TNPA's policies and code of conduct, and shall:
 - maintain the accuracy of the data stored on the framework contract and notify TNPA in writing of:
 - 1) any changes in composition which will change its target group status, if any; and
 - 2) any change in the particulars which disqualifies the contractor from being on the database or in any field of service or supply.
- b) discharge all contractual obligations timeously and in accordance with the provision of the contract.
- c) Any attempt to exploit or influence the operation of the framework contract register by misrepresentation of information used in the admittance to or operation of the register shall be deemed to constitute misconduct.
- d) Repeated declining to submit a quotation or tender or **failure to** enter into a contract following a nomination may be also regarded as misconduct.

Z.13.2.7 **Removal from the Framework Contract**

- a) A service provider may be removed from a framework contract at any time if the service provider:
 - i) is no longer in possession of a required registration, permit or license which is essential to the performance of a contract;
 - ii) is under restrictions preventing participating in public sector procurement;
 - iii) fails to discharge all contractual obligations timeously and in accordance with the provisions of the contract;
 - iv) fails to perform satisfactorily after having been informed accordingly;
 - v) ceases to continue to carry on business under that name or form of company the service provider was registered under on the Framework, including where a constituent member(s) of a Joint Venture changes;
 - vi) fails to enter into a contract or execute a task, batch or package order when requested to do so.
 - vii) sub-contracts the whole or any portion of a contract in respect of the framework contract to an enterprise or person whose name does not appear on the framework contract list or was not an approved resource;
 - viii) has not been awarded any business over a period of a year due to non-competitive prices;
 - ix) has requested in writing and approved by TNPA that its name be removed from the framework contract.
 - x) where a contractor is determined as being in the process of being liquidated, or placed into Business Rescue, Transnet reserves the right to remove them from the framework contract.
 - xi) is no longer financially viable; or,
 - xii) is involved in prohibited practices.

- j) where a director or directors of a contractor is / are determined as being in the process of being sequestered, Transnet reserves the right to remove the contractor from the framework contract.
 - k) where a contractor/service provider/ consultant has subsequently been placed in the National Treasury's list of restricted suppliers and/or when they have been barred or interdicted to do any work for any organ of state.
 - l) does not adhere to Occupational Health and Safety Act and National Environment related legislation and/or
 - m) any other action or omission which Transnet views as unacceptable, or
 - n) without due cause, fails to submit price offers during the "call off" or secondary procurement stage.
 - b) The contractor shall, prior to being removed from a framework contract, be notified of the reason for the TNPA's intention of removing its name from the framework contract.
-

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) to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 151 to 159 of the PSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled T2.2-06: Evaluation – Eligibility Criteria
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	

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11.2(13)	The <i>staff rates</i> are:	name/designation	Rate To be returned via Schedule B of C2.1
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25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	To be determined at the 2 nd stage of procurement
		2	To be determined at the 2 nd stage of procurement
		3	To be determined at the 2 nd stage of procurement

31.1	The programme identified in the Contract Data is
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50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
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A Priced contract with activity schedule

11.2(14)	The <i>activity schedule</i> is in
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11.2(18)	The tendered total of the Prices is
	(in figures)
(in words),
	excluding VAT

G Term contract

11.2(25)	The <i>task schedule</i> is in
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PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1.1	Pricing instructions: Option E	3
C2.1.2	Pricing instructions: Option G	2
C2.1.3	Expenses: Site based staff	2
C2.2.1	Pricing Schedule:	6
	<ul style="list-style-type: none"> • Adjudicator 	1
	<ul style="list-style-type: none"> • Arbitrator 	1

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C2.1 Pricing Assumptions & Instructions:

1. This tender is to establish the Framework Contract for provision of regional professional services for independent, impartial and experienced adjudicators and arbitrators, on an as and when required basis to serve Transnet National Ports Authority's emerging needs. *Consultants* appointed to the Framework will be requested in a secondary stage to price the specific Scope of Work issued using the hourly rates tendered in this tender, or better.
2. This tender to establish the Framework Contract includes an Activity Schedule for pricing and evaluation purposes only. Pursuant to the establishment of the Framework, an Activity Schedule will be issued at the point that pricing for specific work packages is requested where Option E or G is applicable. Rates tendered for this tender shall be used by the Framework *Consultant* to price the specific scope of the Work Package under options E or G.
3. The financial offer score (points for price) shall be derived from a Transnet simulation of estimated manhours, expenses and other costs utilising tendered rates/ prices.
4. Estimates (by Transnet) of manhours, expenses and other costs included in this simulation will be uniform for all tenderers and are only for purpose of conducting evaluations of tenders. The hours and disbursements set out in C2.2.1 are not in any way related to any future Work Package
5. The total of prices will be of hours allocated to all hourly rates tendered in C2.2.1 (Section A).

PRICE ADJUSTMENT

6. Tendered rates shall remain fixed for the full duration of the three (3) year framework agreement. Consultants are to take cognizance that no price adjustments or escalation will be permitted in the first year. . Rates may be escalated at the published CPI rate for years 2 and 3 of the Framework. In the event that a task order is issued within the framework period, including towards the latter part of the agreement , the tendered rates shall remain valid and fixed for the full duration of that task order, even if the task extends beyond the official end date of the three (3) year framework agreement.
7. Unless stated otherwise in the pricing schedule, tendered rates shall be in respect of the required individual that fulfil the requirements of the eligibility criteria set out in the eligibility criteria.
8. Values determined from sections A will be used for evaluation purposes only. When a specific project is identified that requires resources, an option E or G will be selected, and the framework *consultant* will be approached to submit a price for the scope for the specific service. Tenderers may not price task orders at rates higher than that tendered in this tender, but may offer lower rates to remain competitive in the second stage.
9. Transnet National Port Authority operates in the following Ports, which are located in "Regions" as indicated below. The manner in which disbursements for travel and/ or accommodation may be charged is set out further in these Pricing Instructions.
10. This Framework Contract is for all TNPA.
11. **"A service provider may hold a maximum of four (4) active Task Orders. Should this limit be reached, the next qualifying service provider will be considered for subsequent awards."**

12. Disbursements for travel and/or accommodation must be approved in advance by the contracting parties or, where applicable, by the disputing parties.

Travel Costs:

- Reimbursement for travel will only be applied where the appointed consultant is based outside the city-based port where the project is executed and where the dispute occurred on the project.
- No disbursements will be paid for travel related to appointments in a port city where the consultant is ordinarily resident.
- Air travel, where applicable, will be reimbursed at economy class rates only.
- Supporting Documentation such as original invoices, boarding passes, or e-tickets will be required when submitting a claim.

Accommodation Costs:

- Accommodation expenses will be reimbursed up to a maximum of ZAR R 2000.00 per night for a three-star hotel or equivalent.
- No claims for alcoholic beverages, room service (except meals within the allowable limit), or entertainment expenses will be permitted.
- Supporting Documentation such as hotel invoices reflecting the duration of the stay and itemized expenses will be required when submitting a claim.

Vehicle Hire:

- When hiring a vehicle, the most economical available option must be selected.
- Reimbursement will be capped at the daily rate for a Class B car (e.g., Toyota Corolla or equivalent), typically ranging from R450 to R650 per day, excluding fuel.
- Supporting Documentation such as car rental agreement, fuel slips, and proof of payment will be required when submitting a claim.

General Requirements:

- All disbursement claims must be supported by valid documentation.
- Claims that exceed the specified limits will not be reimbursed unless prior written approval is obtained from the contracting parties or disputing parties.

13. Where a resource does not exist on a Regional Framework, Transnet reserves the right to procure a resource from one of the other Regional Frameworks. Where a resource is procured from one of the other regional frameworks, reasonable disbursements for travel and accommodation will be paid.
14. The tendered rates are the prices charged for the required individual 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.
15. The tendered rates offered by the *Consultant* are deemed to include the total cost of employment of a person 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. All benefits and any other costs borne by the consultant shall be carried by the consultant and included for in the rate. Costs that are not defined shall be included in the rate and Transnet SOC shall not cover newly introduced costs other than the rates and defined items within this document.
16. The staff rates derived from the Pricing Schedule exclude value added tax.

C2.1.2 Pricing Instructions: Option E

Identified and	11	
defined terms	11.2	(16) The Price for Services Provided to Date is the Time Charge for the work which has been completed.

(19) The Prices are the Time Charge.

The <i>Consultant's</i> obligations	21	The <i>Consultant's</i> prepares forecasts of the total Time Charge and expenses for the whole of the <i>services</i> and submits them to the Employer. Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.
	21.4	
Subcontracting	24	The <i>Consultant</i> submits the proposed contract data for each subcontract for acceptance to the <i>Employer</i> if <ul style="list-style-type: none"> • An NEC3 contract is proposed and • The <i>Employer</i> instructs the <i>Consultant</i> to make the submission. <p>A reason for not accepting the proposed contract data is that its use will not allow the <i>Consultant</i> to Provide the Services.</p> <p>When the <i>Employer</i> accepts a quotation for an acceleration, he changes the Completion Date, the Key Dates and the forecast of the total Time Charged for the whole of the <i>services</i> accordingly and accepts the revised programme.</p>
	24.4	
Acceleration	34	
	34.4	
Assessing the amount due	50	Payments for staff whose <i>staff rate</i> is stated in the Contract Data in a currency other than the <i>currency of this contract</i> are included in the amount due as payments to be made to the <i>Consultant</i> in the same currency.
	50.5	

Accounts and records	52 52.2	The <i>Consultant</i> keeps account and records of his Time Charge and <i>expenses</i> and allows the <i>Employer</i> to inspect them at any time within working hours.
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Implementing compensation events	65 65.4	The changes to the forecast amount of the Prices, the Completion Date and the Key Dates are included in the notification implementing a compensation event.
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From the core clauses:

Identified and defined terms	11.2	(13) The Time Charge is the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract.
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and

Assessing the amount due	50.3	<p>The amount due is:</p> <ul style="list-style-type: none"> • the Price for Services Provided to Date, • the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and • other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p>
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Tendering consultants are advised to consult the NEC3 Professional Services Contract (June 2005) Guidance Notes and Flow Charts page 28 before entering *rates* into Contract Data, or below.

C2.1.3 Pricing Instructions: Option G

- 1) The *Consultant* shall be paid under Option G (Term) for services performed where this option is selected at the Task Order stage.

C2.1.4 Reimbursable Expenses

17. Disbursements for travel and/or accommodation must be approved in advance by the contracting parties or, where applicable, by the disputing parties.

Travel Costs:

- Reimbursement for travel will only be applied where the appointed consultant is based outside the city-based port where the project is executed and where the dispute occurred on the project.
- No disbursements will be paid for travel related to appointments in a port city where the consultant is ordinarily resident.
- Air travel, where applicable, will be reimbursed at economy class rates only.
- Supporting Documentation such as original invoices, boarding passes, or e-tickets will be required when submitting a claim.

Accommodation Costs:

- Accommodation expenses will be reimbursed up to a maximum of ZAR R 2000.00 per night for a three-star hotel or equivalent.
- No claims for alcoholic beverages, room service (except meals within the allowable limit), or entertainment expenses will be permitted.
- Supporting Documentation such as hotel invoices reflecting the duration of the stay and itemized expenses will be required when submitting a claim.

Vehicle Hire:

- When hiring a vehicle, the most economical available option must be selected.
- Reimbursement will be capped at the daily rate for a Class B car (e.g., Toyota Corolla or equivalent), typically ranging from R450 to R650 per day, excluding fuel.
- Supporting Documentation such as car rental agreement, fuel slips, and proof of payment will be required when submitting a claim.

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General Requirements:

- All disbursement claims must be supported by valid documentation.
- Claims that exceed the specified limits will not be reimbursed unless prior written approval is obtained from the contracting parties or disputing parties.

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C2.2 Pricing Schedule

C.2.2.1 ADJUDICATION PRICING SCHEDULE:

C2.2.1 (a) Pricing Schedule: SECTION A 1: The *rates* are:

Note: The hours set out in the "Hours" column are solely for purpose of evaluating the tender and do not reflect in any way the value of an appointment. All rates and totals shall exclude VAT.

Table 1: Pricing Schedule					
	Item Description	Unit	Indicative Quantity	Hourly rate/Amounts / %	Total
1	Project Initiation & Introductory Meetings with disputing parties	Hours	20	R	R
2	Attendance by adjudicator at adjudication process including publication of the adjudication outcome.	Hours	400	R	R
	Disbursement Costs:				
3	Travelling time per hour (Not time for rendering services)	Hours	70	R	R
4	Travelling and Accommodation	Prov. Sum	1	R150,000	R 150,000
5	For reproduction, making copies, including photocopies of any document or papers not already provided in the rate per hour per A4 and A3 size page.	Prov. Sum	1	R50,000	R50,000
6	Markup on proven costs above (items 4 & 5)	Percentage	R 200,000	%	R
	Total Excluding VAT				R
	Total carried forward to Form of Offer (Excluding VAT)				R

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C.2.2 ARBITRATION PRICING SCHEDULE:

C2.2.1 (a) Pricing Schedule: SECTION B: The *rates* are:

Note: The hours set out in the "Hours" column are solely for purpose of evaluating the tender and do not reflect in any way the value of an appointment. All rates and totals shall exclude VAT.

Table 1: Pricing Schedule					
	Item Description	Unit	Indicative Quantity	Hourly rate/Amounts / %	Total
1	Project Initiation & Introductory Meetings with disputing parties	Hours	20	R	R
2	Attendance by arbitrator at arbitration process including publication of the arbitration outcome.	Hours	400	R	R
	Disbursement Costs:				
3	Travelling time per hour (Not time for rendering services)	Hours	70	R	R
4	Travelling and Accommodation	Prov. Sum	1	R150,000	R 150,000
5	For reproduction, making copies, including photocopies of any document or papers not already provided in the rate per hour per A4 and A3 size page.	Prov. Sum	1	R50,000	R50,000
6	Markup on proven costs above (items 4 & 5)	Percentage	R 200,000	%	R
	Total Excluding VAT				R
	Total carried forward to Form of Offer (Excluding VAT)				R

Note:

PART C3: SCOPE

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Scope</i>	7
	Total number of pages	8



C3.1 Scope

1. Employer's objectives

The *Employer's* objective is to enter into a framework contract for the provision of regional professional services for independent, impartial and experienced adjudicators and arbitrators, on an as and when requested basis, to serve Transnet National Port Authority's emerging needs and requirements for Dispute Resolution as per NEC3 and FIDIC forms of contracts. Adjudicators and arbitrators are sourced in their individual capacities, and in this Scope of Works are referred to interchangeably as "consultant" or "adjudicators/ arbitrators".

2. Background

- 2.1 Adjudication and arbitration of construction law disputes in South Africa is a valuable mechanism for resolving conflicts in the construction industry. Understanding the legal framework, appointing qualified adjudicators and arbitrators, following the dispute resolution process and leveraging the benefits of this process can help parties efficiently resolve disputes and minimize the negative impact of such disputes on construction projects.
- 2.2 If a company is involved in a construction dispute in South Africa, consulting with an experienced practitioner considering adjudication or arbitration as a dispute resolution option can help protect the company's rights and interests. Each construction dispute may have unique circumstances, and it is advisable to seek specialist dispute resolution advice tailored to the specific situation. By utilizing the process of dispute resolution effectively, a company can navigate contract law disputes in South Africa with confidence and seek timely resolution.
- 2.3 Adjudicators and arbitrators in the built environment are independent, impartial and experienced professionals with expertise in contract law and dispute resolution. The parties involved in a contract dispute can mutually agree upon the appointment of an adjudicator or arbitrator as stipulated in the applicable contract entered to between the parties by selection from an established panel of adjudicators and arbitrators. It is essential to select a qualified adjudicator and arbitrator who is knowledgeable about the construction industry and contract law who can provide fair and unbiased rulings on disputes.



- 2.4 In order to comply with Government procurement prescripts, and to make the process of appointing adjudicators and Arbitrators more efficient, TNPA has decided to create a Framework of Adjudicators and Arbitrators. The *Employer* aims to enter into framework agreements with *Adjudicators* and Arbitrators, who will provide services on an “as-and-when” basis, following a competitive selection process. The Framework will have a Term of three (3) years, with an option to renew for a further two years and will be based on the NEC3 Professional Services Contract (Option G: Term Service, or Option E – Time-based Contract).
- 2.5 When appointed, the Adjudicators or Arbitrators will form part of either a Dispute Arbitration Board (DAB for FIDIC Contracts) or Adjudication (NEC3 Contract) and Arbitration Tribunal (NEC3 Contract). The aforementioned may be established on an ad-hoc basis or established as a standing body for a specific project or portfolio of projects and shall be composed of at least one member and a maximum of three members as mutually agreed between the disputing parties. Although dispute resolution is commonly used in construction related projects, any other dispute relating to Transnet National Ports Authority in other areas which not limited research and development, intellectual property, production sharing, commercial agreement and shareholder agreements any also require the appointment of the Adjudicators and Arbitrators from this panel. Adjudicators/ Arbitrators may also be appointed individually (i.e. outside of a DAB or Tribunal) for specific disputes.
- 2.6 The *Employer’s Agents* requiring *services* falling within the scope of this Framework contracts, may, following the preparation of a Task Order:
- a) Issue the Task order in accordance with the terms of the framework contract to the *Consultant* who is most suited to provide the service in the best interest of the *Employer*, or
 - b) Where the terms of the framework contract require modification, or where considered desirable, request all *Consultants* who have framework contracts covering the required scope of work, to submit quotations for the Task Order in terms of specific contract data.



- c) Quotations shall be invited in accordance with the latest edition of the CIDB Standard Conditions of Tender and then the Task Order shall be issued to the *Consultant(s)* submitting quotation scoring the highest number of points. In other words, where three Adjudicators are required, the top three highest scoring submissions will be selected. Where more than one Adjudicator is to be appointed, and where the experience is similar, the Employer reserves the right to apply an average rate to the members of the DB.
- 2.7 The *Consultants* shall be issued with Task Orders to Provide the Services within the duration term of the framework contract but may be invited within the term of such contracts to quote to Provide Services with a contract completion date beyond the term of the Framework contract, in which case, the term continues until *services* so instructed are completed.
- 2.8 Following the creation of the Framework, the Employer reserves the right, where feasible, to negotiate a single rate/ tariff applicable to all participants on the Framework.
- 2.9 The intention is to create two Frameworks for two professional services disciplines being 1) Arbitrators, and 2) Adjudicators. Appointments will be made on a "Task Order basis" in respect of a specific project task, on an 'As and When' basis. The Framework will have a validity period of 36 months. This will help provide supplementary capacity (to alleviate current capacity constraints) to handle the current and expected project workload over the coming years.
- 2.10 Where a resource/ skill for a specific matter dispute is not available in a particular Regional Framework, the *Employer* may make an appointment from one of the other Regional Frameworks.
- 2.11 After evaluation of the eligibility criteria based on Educational, Registration and experience requirements, the determining factor for inclusion in any one of the regional frameworks will be equalling or exceeding all of the eligibility criterion.



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2.12 Each Framework shall not exceed 15 service providers and shall have not less than three service providers. This limit will be determined as per the Tender Data conditions. Where there are more than 15 qualifying Service Providers in each of the adjudicators and arbitrator's frameworks, the cut-off will occur at the service provider with the 15th highest tender evaluation points.

3. Management and start up

3.1 Documentation control

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. Project specific standards and requirements are detailed in each Task Order. The *Employer* will issue all relevant documentation to the *Consultant*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense and managed with a suitable Document Control Management System.

All documents issued must be submitted through the *Employer's* **Document Control Management System**.

3.2 Health & safety requirements

The *Consultant* shall comply with Health and Safety requirements contained in TRN-IMS-GRP-GDL-014.3 Contractor Management Procedure with the Occupational Health and Safety Act and Applicable Regulations to this Scope of services, when required.

The *Consultant* shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Consultant's* cost, and which shall be deemed to have been allowed for in the rates and prices.

The *Consultant* shall, comply amongst others, within the following:

- (i) The *Consultant* shall have valid safety inductions when accessing or working on construction site, copies of which shall be submitted to the *Employer's Agent*. These will be conducted at a time and location that the *Employer* will arrange. The *Consultant will be required to keep proof on site of the Health and Safety Inductions for perusal by the Employer's Agent*.



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3.3 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders. The Consultant must, at his/her own expense, institute a quality assurance and control system and ensure they have all the necessary tools of trade to ensure adequate quality of work is produced.

3.4 Insurance provided by the *Employer*

The Consultant to provide own insurances to conduct his/ her Scope of service.

3.5 Contract Change Management

Any required changes from the initial task order shall be changed in writing by the *Employers Agent*.

4. Management structures

The Task Orders shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order.

The Task Orders will provide details of the services that are sought or a site which is to be investigated including access to the site and the extent of the investigation that is required, and any special requirement relating to health and safety.

5. Description of the services

5.1 Specialist scope of services for Adjudicator and Arbitrator for NEC3 Contracts

The Consultant scope of services required from an Adjudicator or Arbitrator who are appointed on the framework contract shall be involved in the determination of disputes through a ruling or issuing a decision after a procedure of formal referral.



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The *Consultant* shall not engage any party until a signed Adjudicators or Arbitrators contract is in place and a valid *Employer's* portion of the Purchase Order has been issued after receiving the signed contract .

The engagement, communication (timing and context) templates and formats shall be agreed and signed off by the relevant parties.

5.2 General Scope of Professional Services required for FIDIC DAB Appointment only.

The general scope of services that are required as a DAB member in accordance with DAB FIDIC Procedures may involve one or a combination of the following:

- Undertaking regular visits to the project construction sites and meeting with the Employer's and Contractor's representatives in order to remain actively involved throughout the delivery of the project.
- Being well-versed on imminent risks that may be suffered on a project and offering mitigating actions to all parties, prior to these being a subject of dispute.
- Providing advice and guidance to the Employer on a standing basis on disputes where a DAB has been constituted.
- No retainer fees are payable/claimable for being assigned to a DAB for a FIDIC Form of Contract project".