

Transnet Port Terminals

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No TPT/2025/03/0022/92515/RFQ-ICLM HQ/935/TPT

FOR THE APPOINTMENT OF A REGISTERED PROFESSIONAL TO PERFORM AN EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA AND ENERGY DATA ON 13 FACILITIES TO TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE VARIOUS TRANSNET PORT TERMINALS ON A ONCE OFF BASIS.

ISSUE DATE: 06 May 2025

CLOSING DATE: 27 May 2025

CLOSING TIME: 12H00 (PM)

SUBMISSION TO: Transnet e-tender submission portal – see SBD 1 for details

SECTION 1: SBD1 FORM**PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINALS, A DIVISION TRANSNET SOC LTD**

BID NUMBER:	TPT/2025/03/0022/92515/RFQ-ICLM HQ/935/TPT	ISSUE DATE:	06 May 2025	CLOSING DATE:	27 May 2025	CLOSING TIME:	12:00PM
DESCRIPTION	APPOINTMENT OF A REGISTERED PROFESSIONAL TO PERFORM AN EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA AND ENERGY DATA ON 13 FACILITIES TO TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE VARIOUS TRANSNET PORT TERMINALS ON A ONCE OFF BASIS.						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

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

- a) Log on to the Transnet eTenders management platform website/Portal using **Google Chrome:** transnetetenders.azurewebsites.net;
- b) Click on "ADVERTISED TENDERS" to view advertised tenders.
- c) Click on "SIGN IN/REGISTER" to register new bidder information and ensure that all mandatory information is completed OR to sign in if already registered.
- d) Toggle (click to switch) the "Log an Intent" button to submit a bid;
- e) **Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.**
- f) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- g) No late submissions will be accepted.
- h) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid. Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- i) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered

profile to submit a bid on behalf of the Joint Venture.

j) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Sphumelele Mthembu
TELEPHONE NUMBER	066 115 6945
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Mthembu.Sphumelelele@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				

IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.

	TCS PIN		OR	CSD NO:	
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes <input type="checkbox"/> No		BBEE STATUS LEVEL SWORN AFFIDAVIT		

Yes, Who was the Certificate issued by

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR
	NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Bidder	Date:

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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.

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS 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 BIDDERS 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.
- 1.7 RESPONDENTS 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/.iu](https://SECURE.CSD.GOV.ZA/.iu)

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions that the bidder wants to bring to the attention of Transnet must be embodied in an accompanying letter.

2 Formal Briefing

A non-compulsory pre-proposal RFQ briefing will be conducted online via MS Teams on the **16th of May 2025**, at **11h00** for a period of \pm 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 Despite the briefing session being non-compulsory, Transnet encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents are advised to read through the RFQ document prior to attending the RFQ briefing session.
- 2.3 Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Mthembu.Sphumelele@transnet.net This is to ensure that Transnet may make the necessary arrangements for the briefing session.

3 Communication (Clarifications and Complaints)

- 3.1 Specific clarification queries relating to this RFQ before the closing date of the RFQ should be submitted to Sphumelele Mthembu before **12h00 on 23 May 2025**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 Specific complaints relating to this RFQ before or after the closing date should be formally submitted by emailing groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.
- 3.3 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.4 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.5 The outcome of the process will be communicated, via email, to all bidders as soon as the process is concluded. Should a bidder not receive any communication from Transnet 30 days

after the expiry of the validity period of this bid, the bidder can consider its bid not being successful. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

4 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

6 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

7 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 Disclaimers

8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's service(s);
- award only a portion of the proposed services which are reflected in the scope of this RFQ.
- split the award of the order/s between more than one Service Provider as may be explicitly articulated in the conditions or objective criteria to this RFQ.
- cancel the quotation process.
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;

- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.
- Request a bidder to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder, but may be use for purpose of record and analysis of ESG compliance.
- Where sub-contracting is applied in the RFQ, conduct due diligence assessments on the sub-contractor(s) and this may entail requesting the bidder to provide further information relating to the sub-contractor(s) or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".
- Transnet intends to strictly award one (1) service provider.

9 Specification/Scope of Work

Refer to **Annexure A** for a detailed Scope of Work

10 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

11 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the

required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

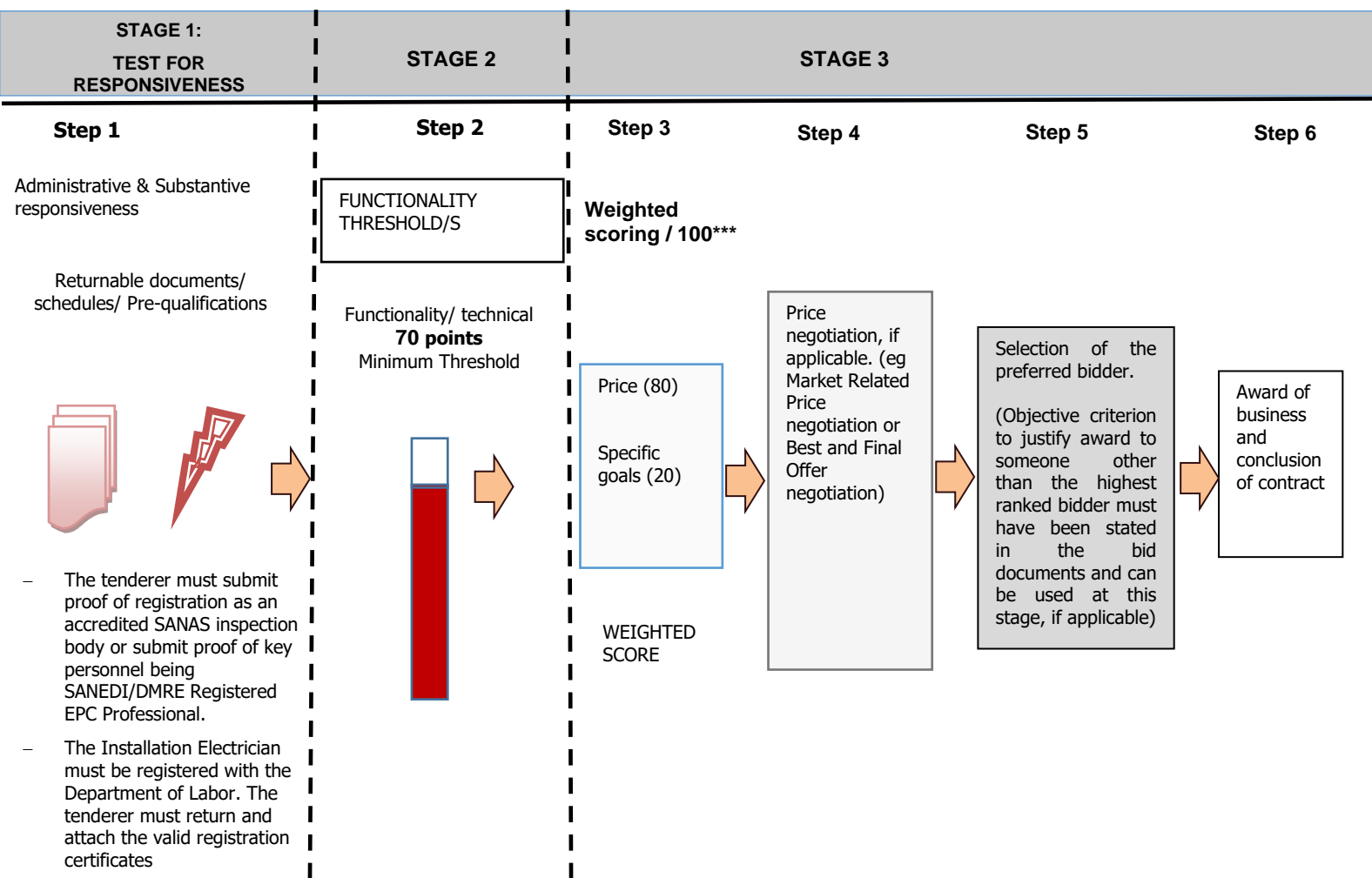
Website: <https://whistleblowersoftware.com/secure/Transnet>

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

Transnet will utilise the following methodology and criteria in selecting a preferred Service provider:



Respondent's Signature

Date & Company Stamp

1.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative and Substantive responsiveness will include the following:

Administrative & Substantive responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: <ul style="list-style-type: none"> The tenderer must submit proof of registration as an accredited SANAS inspection body or submit proof of key personnel being SANEDI/DMRE Registered EPC Professional. The Installation Electrician must be registered with the Department of Labor. The tenderer must return and attach the valid registration certificates. 	<i>Annexure B- Technical criteria</i>

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

1.2 STEP TWO: Minimum Threshold 70 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Respondents must complete and submit **Annexure B: Technical evaluation**. A Respondent’s compliance with the minimum functionality/technical threshold will be measured by their responses to **Annexure B**. Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met

TECHNICAL EVALUATION								
DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m2) AND ENERGY DATA (IN kWh) FOR TRANSNET SOC LTD (REG NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS “TPT”).								
Evaluation Criteria	Description	Scoring Principal				Returnable Schedule	Criteria Yes/No	Weighting
Eligibility	Proof of professional registration of Key Persons required in the project organogram are supplied.	The Professional Service Provider must be registered with SANAS or have SANEDI/DMRE Registered EPC Professional (s) as key personnel				APPENDIX A	Yes/No	NA
		Installation Electrician must be registered with Department of Labor						
CVs of Key Persons	Profession / Resource		Weighting		Scoring	APPENDIX B	CVs of Key Personnel	35
	Management and Engineering	Project Manager (PrTech/PrEng or PMP Certification)		40%	General Experience = 10 Education, training, and skills = 13 Knowledge of issues pertinent to the project = 12			
		SANEDI/DMRE Registered EPC Professional		40%				
		Installation Electrician		20%				
Previous Experience	The tenderer must show the company's experience in performing energy audits, measurement and verification, and issuing EPCs over the last 5 years. They should provide a detailed reference list with traceable contact details of existing customers, describe their previous experience, and provide evidence of completion.	Experience on issuing EPC F		15	0 points- The tenderer has submitted no information or inadequate information to determine a score 20 points- The tenderer completed 1 similar service/project 40 points- The tenderer completed 2 similar services/projects 60 points- The tenderer completed 3 similar services/projects 80 points- The tenderer completed 4 similar services/projects 100 points- The tenderer completed 5 and more similar services/projects	APPENDIX C	Previous Experience	30
		Experience with Energy Audits and Measurement & Verification		15				

Method Statement	The service provider must address the Technical and Implementation Approach as per the project scope requirements: Technical Approach: 1. Site Inspections and Inspection Reports 2. Measurement and Verification of energy data 3. Measurement of building net floor area 4. Final assessment and detailed energy data analysis 5. EPC assessment report 6. EPC Rating 7. Submission to SANEDI 8. Issuing and Displaying of EPC Implentation Approach: 1. Resource Scheduling 2. Work programme 3. Quality Control Plan 4. Health and Safety Plan	Sections	Weighting				
		Technical Approach: Clearly articulated method statement and is based on the Scope of Services which includes the measurement and verification of energy data, energy audits, site inspection, report writing, understanding of SANS 1544 and 10400 XA standards and issuing of EPC.	20	0 points- The tenderer has submitted no information or inadequate information to determine a score 75 points- The method statement is acceptable and addressed all 7 requirements of the technical approach 100 points- The method statement is outstanding and addressed all 8 requirements of the technical approach	APPENDIX D	Method Statement	35
		Implementation Approach: Demonstrates a clear understanding of the project objectives, organizational resourcing, health and safety approach, quality control plan and approach to execution of the work.	15	0 points- The tenderer has submitted no information or inadequate information to determine a score 75 points- The method statement is acceptable and addressed all 3 requirements of the implementation approach 100 points- The method statement is outstanding and addressed all 4 requirements of the implementation approach			
TOTAL RATING							100
Technical Qualification Threshold = 70%							

The minimum threshold for technical/functionality [Step TWO] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation.

1.3 STEP THREE: Evaluation and Final Weighted Scoring

a) **Price** [Weighted score 80 points]:

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

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

1.4 STEP FOUR: Price Negotiations (if applicable)

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

1.5 STEP FIVE: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Skills Transfer and Capacity Building for Transnet.
- Impact on Transnet's Return On Investment.
- Transnet intends to award strictly to one (1) service provider.
- the bidder is undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- the bidder is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- the bidder is unable, as objectively determined by Transnet, to perform the contract free of conflicts of interest.
- all risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency.
 - a commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - reputational and brand risks.

1.6 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s), where applicable.
- Alternatively, the acceptance of a letter of award by the Successful Respondent will constitute the final contract read together with their RFQ response and the Standard Terms and Conditions. This will be stated in the letter of award.

2 Validity Period

Transnet requires a validity period of 90 [Ninety] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders 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 bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

3 Disclosure of contract information

Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFQ and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023. **[This is not applicable if RFQ was not advertised on National Treasury e-Tender Publication Portal]**

Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

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:

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		Closely		Closely	
---	--	---------	--	---------	--

DPIP/FPPO		Related to a DPIP/FPPO		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.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						

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.

4 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below, and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents may result in Transnet affording Respondents a further opportunity to submit by a set deadline, where applicable. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

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

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
The tenderer must submit proof of registration as an accredited SANAS inspection body or submit proof of key personnel being SANEDI/DMRE Registered EPC Professional.	
The Installation Electrician must be registered with the Department of Labor. The tenderer must return and attach the valid registration certificates.	
SECTION 4: Quotation Form (Annexure C- Pricing schedule)	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to Specific Goal requirements stipulated in Section 7 of this RFQ	
CVs of Key Persons <ul style="list-style-type: none"> - Project Manager (PrTech/PrEng or PMP Certification) - SANEDI/DMRE Registered EPC Professional - Installation Electrician 	
Previous Experience <ul style="list-style-type: none"> - The tenderer must show the company's experience in performing energy audits, measurement and verification, and issuing EPCs over the last 5 years. They should provide a detailed reference list with traceable contact details of existing customers, describe their previous experience, and provide evidence of completion. 	
Method Statement <ul style="list-style-type: none"> - The service provider must address the Technical and Implementation Approach as per the project scope requirements: Technical Approach: <ol style="list-style-type: none"> 1. Site Inspections and Inspection Reports 2. Measurement and Verification of energy data 3. Measurement of building net floor area 	

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
4. Final assessment and detailed energy data analysis 5. EPC assessment report 6. EPC Rating 7. Submission to SANEDI 8. Issuing and Displaying of EPC Implementation Approach: 1. Resource Scheduling 2. Work programme 3. Quality Control Plan 4. Health and Safety Plan	

c) Essential Returnable Documents:

Respondents are further required to submit the following **Essential Returnable Documents** with their RFQ and to confirm submission of these documents by indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 Form	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: Certificate of Attendance of non-compulsory briefing session	
SECTION 8: Protection of Personal Information	
SARS Tax Compliance Status Certificate	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4

QUOTATION FORM

I/We _____

hereby offer to supply the services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the services required, on a "delivered nominated destination" basis, including VAT:

Notes to Pricing:

- Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ.
 - if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ.
 - if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- All Prices must be quoted in South African Rand, inclusive of VAT
- Any disbursement not specifically priced for will not be considered/accepted by Transnet.

- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule **will** result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Refer to **Annexure C** for a detailed Pricing Schedule

SECTION 5**RFQ DECLARATION, CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM**

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

We hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];

3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
8. If such a relationship as indicated in paragraph 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declaration may be used by Transnet and/or its affiliates to verify the correctness of the information provided.

9. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)**12 PURPOSE OF THE FORM**

12.1 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.

12.2 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.

13 Bidder's declaration

13.1 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

13.1.1. 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

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring 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.

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

13.3 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

13.3.1. If so, furnish particulars:

.....
.....

14 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:

- 14.1 I have read and I understand the contents of this disclosure;
- 14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 14.3 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.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 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.

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.

14.6 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.

14.7 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 12, 13 and 14 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.

15 BREACH OF LAW

We further hereby certify that *I/we **have/have not been*** [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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 Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 2025

For and on behalf of _____	AS WITNESS:
duly authorised hereto	

Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

Respondent's Signature

Date & Company Stamp

SECTION 6: SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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
- 1.2 The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 The 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price.
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
B-BBEE Level of contributor (1 or 2)	10
+50% Black Youth Owned Entities	10
Total points for Price and Specific Goals must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 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"** means:
 - 1) B-BBBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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

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

	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
+50% Black Youth Owned Entities	10

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:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

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

EME³	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
------------------------	---

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		

Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution 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 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent

basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) 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:

ADDRESS

.....

SECTION 7**CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFQ BRIEFING**

It is hereby certified that –

1. _____
2. _____

Representative(s) of _____ [name of entity]
attended the site meeting / RFQ briefing in respect of the proposed Goods/Services to be rendered in
terms of this RFQ on _____ 2025

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

SECTION 8

PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 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. Transnet will process all information by the Respondent 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.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information 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.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet 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 this RFQ (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, 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 Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		NO	
------------	--	-----------	--

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against 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 the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

Scope of Work: Works Information

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1. EXECUTIVE OVERVIEW

1.1 BACKGROUND

The EPC Guidelines version1 updated in May 2022, it states that SA is still reliance on coal making the country the 12th and our buildings contributes 15% of the country's Greenhouse Gases (GHG). As a result, the building owners are obligated to reduce the building emissions to preserve the natural resources. This is also in line with South Africa's commitment to a net zero CO2 target by 2050 as part of a visionary statement in its Low-Emissions Development Strategy 2050 submitted to the UNFCCC.

On the 8th of December 2020, Minister of Mineral Resources & Energy promulgated the Regulations for the mandatory display & submission of Energy Performance Certificates (EPC) for buildings until December 2022. On 25 November 2022, the compliance date was then extended to 7 December 2025, with the mandatory registration of buildings effective within 12 months of the date of publication of the amended regulation. The DMRE is responsible for EPC regulation while the South African National Development Institute (SANEDI) hosts and maintain the National Building Energy Performance Register (NBEPR). SABS outlines the development of standards to be used on EPC i.e. SANS 1544: 2014 and SANS 10400XA:2021. SANAS is responsible for setting out criteria around inspection bodies (IB).

An Energy Performance Certificate (EPC) is defined as a certificate issued by a South African National Accreditation System (SANAS) accredited inspection body in respect of a building in accordance with the South African National Standard SANS 1544: 2014 Energy Performance Certificates for buildings that indicates the energy performance of that building. The Energy Performance Certificate displays the buildings performance in ratings. The building performance is graded from **A** to **G** with A being the most energy efficient and G least efficient or poor performing building. The rating will also assist building owners to make informed decisions on introducing energy efficient measures to improve low rated buildings which will reduce energy costs and carbon emissions.

The issuing of the Energy Performance Certificates for buildings requires accurate and reliable building energy consumption and activity data that will also be included in the National Building Energy Performance Register (NBEPR) developed and maintained by the South African National Energy Development Institute, (SANEDI). The energy

performance of a building is measured in terms of kilowatt-hours per square meter, per annum (kWh/m²/pa) of net floor area in accordance with SANS 1544:2014 for energy performance of buildings.

1.2 EMPLOYER'S OBJECTIVES

The Employer's objective is to appoint a Professional Service Provider who is **SANAS Accredited or a SANEDI/DMRE Registered Professional** to measure energy data (in kWh) using their power loggers, measurement of the net floor area of the building, and conduct the EPC assessment on the Transnet Port Terminals eligible EPC buildings. The Employer shall make available or provide a list of eligible buildings to be assessed for EPC.

The Energy Performance Certificates will benefit the company in the following:

- Enhanced brand appeal
- Contributing to environmental sustainability
- Reduce energy costs through improved energy efficiency measures.
- Improving energy efficiency for the building
- Increasing property value as the building will be more environmentally friendly.
- Attracting potential buyers and tenants as the buildings will be energy efficient.

1.3 INTERPRETATION AND TERMINOLOGY

1.3.1 Definitions

The following legislation and standards shall be applicable in this project:

1. SANS 1544: 2014- Energy Performance for buildings
2. SANS 10400 XA- Energy usage in buildings
3. The National Energy Act

1.3.2 Abbreviations

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
TPT	Transnet Port Terminals
DMRE	Department of Mineral Resources and Energy
SANEDI	South African National Development Institute
NBEPR	National Building Energy Performance Register
EE	Energy Efficiency
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
EPC	Energy Performance Certificate
PPE	Personal Protective Equipment
SANS	South African National Standards
SHE	Safety, Health, and Environment
Er	Reference Energy Performance
IB	Inspection Body
kWh/m ²	Energy performance in kilowatt-hour per square meter
SANS 1544: 2014	EPC for buildings published by SABS Act, 2008 (Act no.8 of 2008)
GHG	Greenhouse Gas Emissions
UNFCCC	United Nations Framework Convention on Climate Change

2. SITE INFORMATION

Transnet Port Terminal (TPT) is a division of Transnet SOC Limited, a state-owned freight transport company in South Africa. It operates in 16 terminals across seven South African ports, including container, break bulk, automotive, and bulk terminals in three regions: Eastern Cape, Western Cape, and KwaZulu-Natal. TPT provides services to a wide range of industries, including shipping companies, the container industry, general shipping, vehicle manufacturers, agriculture, steel, mining, freight forwarders, cargo agents, and we are guided by legal entities such as customs.

The business uses diesel and electricity for its daily operations. Diesel is primarily used for equipment such as straddle carriers, haulers, rubber-tired gantry (RTG), and mobile harbour cranes (MHC). Electricity is used to power buildings and heavy electrical equipment like ship-to-shore (STS) cranes, rail mount gantry (RMG), ship loaders, and unloaders. The buildings are powered by TNPA (Transnet National Ports Authority) or the local supplier authority (municipality or Eskom) depending on the supply side. Electricity is used for lighting, area lighting, printers, scanners, and other electrical appliances in the buildings.

The business needs to comprehensively analyse its energy usage attributed to equipment and building utilization to reduce energy expenses and minimize carbon emissions. The Energy Performance Certification assessment will enable the business to identify any deficiencies in the energy performance of its buildings and propose solutions to enhance the current state.

3. DESCRIPTION OF THE WORK

3.1 Phase 1- Site Assessment and Consultation

The Employer shall provide a list of identified buildings to the professional service provider to measure data and draft the building's floor plan measurement as per the EPC requirements. The professional service provider shall conduct the site inspections, measure energy consumption data using own power loggers for data logging, calculations and issue a site inspection report that will further propose the process to be adopted for the project. The report shall also include recommendation on energy reduction programme to be implemented by Employer.

3.2 Phase 2- Final Assessment & Detailed Energy Data Analysis

The Professional Service Provider shall render the following once-off services:

- Measurement, verification and analysis of the energy data in (kWh) for the period of 1 month using their power loggers across 13 Transnet Port Terminals buildings identified for EPC (see attached Annexure A).
- Drafting of the building floor plans as per the EPC requirement and be approved/sign-off by the Employer
- Perform, conduct, and complete EPC assessment as per SANS 1544: 2014 and SANS 10400XA:2021. As a minimum the professional service provider shall present finding to the Employer and issue a detailed energy assessment report.

Item	Deliverable
Inspection Report	<p>Determination of data requirements for the issuing of Energy Performance Certificates for government buildings, in line with the promulgated regulations and SANS 1544:2014 and building classifications.</p> <p>Develop and provide data collection questionnaires and protocols that will be used to collect data for the issuing of EPCs (Energy Performance Certificates).</p> <p>Verification and quality assurance of data collected.</p>
Assessment Report	<p>Each batch of completed EPCs is to be accompanied by a draft energy assessment report, within a week of their completion.</p> <p>The Energy Assessment Report must be provided as a digital version in MS Word and PDF.</p>

3.3 Phase 3- Final Report

The Professional Service Provider shall submit to the Employer the final/close out report along with EPC scale rating. The report shall capture lessons learnt, methodology, exclusions, assumptions, calculations used for each EPC and energy reduction opportunities that the Employer can utilise to improve the buildings energy performance. The two parties shall agree on the performance data display data for the building. Where any EPC is not accepted by SANEDI, the professional service provider will be required to update that report until it is compliant and accepted by SANEDI.

Item	Deliverable
Close Out Report	<p>Outline an overview of the work completed including the lessons learnt and recommendations for future EPC processes.</p> <p>The close-out report must be provided as a digital version in PDF.</p> <p>EPC scale rating</p>

3.4 Phase 4- Issuing of EPC

The Professional Service Provider shall submit all reports and necessary documentation, upload data on National Building Energy Performance Register (NBEPR) and obtain a unique EPC number and issuing of EPC number to the building owner.

Item	Description
EPC	EPC Certificate

3.5 Contents of the EPC

The contents of the EPC shall be as per SANS 1544, item 5.3.1. The minimum dimensions of the EPC shall be **19cm x 14cm**. It shall contain the following information:

- Reference to the SANS 1544 standards as the procedure for producing the EPCs
- The relevant performance scale with the energy performance indicator
- A statement declaring that the EPC is based on the measure energy performance
- The name of the assessor and the body accredited by the national body responsible for issuing the EPC including the accreditation number given by the relevant national body
- The physical address of the building that the EPC was issued to
- The date on which the EPC was issued and its period of validity
- The technical and administrative data to include the owner of the building, the predominant occupancy class or classes under which the EPC was issued.
- The relevant climatic zone in accordance with SANS 10400XA in which the building is located
- The reference value of energy performance (E_r)
- The energy mix
- The energy consumption of exclusions
- The net floor area of the building

4. HEALTH AND SAFETY REQUIREMENTS:

- The Professional Service Provider is required to comply with terminal SHEQ requirements as outlined and described by the Employer.
- The Professional Service Provider shall prepare a Safety File and must be approved by Terminal SHEQ Manager prior to commencement of works.
- It is important for the service provider to bring their own Personal Protective Equipment
- The service provider shall be required to attend Safety Induction prior to commencement of duties

5. ACCESS TO SITE

The Employer shall arrange the site induction for the service provider to be done before commencement of works.

The Employer shall provide the service provider with access permits to all identified sites for the project. Access permits are valid for the duration of the project.

6. EXPERIENCE AND SKILL TRANSFER

The Professional Service Provider shall be responsible for training the personnel appointed by the Employer on the Energy Performance Certificates. A detailed plan for the transfer of skills shall be submitted as part of documentation indicating the work undertaken and the skill level transferred to TPT Technical Personnel after the project.

7. PROGRAMMING CONSTRAINTS

7.1 Information to be shown on the programme

A preliminary program, in the form of a Gantt chart, will be included in the tender documentation. This program will outline the tasks, resources, and estimated cash flows.

After the contract award, a detailed program will be provided to the Employer, containing additional information such as constraints, predecessors and successors, and costs and resources needed to complete the activities.

7.1.1 Programme Information:

The Contractor clearly indicates in the schedule all milestones, activities & information related to the following –

1. Float,
2. Time Risk Allowances,
3. Health and safety requirements,
4. Procedures set out in this contract,
5. Work by the *Employer* and Others,
6. Access to a part of the site if later than its *access date*,
7. Acceptances,
8. Plant & Materials and other things to be provided by the employer,
9. Information by Others,
10. *Starting date*, *access dates*, Key Dates and Completion Date
11. Planned Completion for each Key Date for each option and the complete works
12. Shows how each activity on the Activity Schedule relates to the operations on each programme

The table below outlines the items that must be included in the program.

Description
Kick off meeting & Site Inspection
Phase 1: Client Consultation
Identification of eligible EPC buildings
Measurement of the building net floor area and drafting of the floor plans
Drawings sign off
Measurement of Energy data (kWh) using power loggers
Phase 2: Final Inspection & Detailed data Analysis
Inspection Report
Progress meeting
Assessment Report

Phase 3: Final Report
Final Report
Progress Meeting
Phase 4: Issuing of EPC
EPC Assessment
Closeout Report
Upload data on NBEPR and obtain EPC number from NBEPR and issuing of EPC number to the building owner
EPC Rating and Display of EPC in buildings
Close out Meeting

7.2 Format of the Programme

- 7.2.1 The Professional Service Provider construction programme shall correspond with the Employer's objectives of the Employer's Works Information.
- 7.2.2 The Professional Service Provider's programme shall comply with the stipulations included in the Employer's Works Information, which details the minimum Health & Safety constraints as imposed on the provision of the Works.
- 7.2.3 The Professional Service Provider's programme shall include any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope as outlined in the Employer's Works Information.
- 7.2.4 The Professional Service Provider is required to comply with the Employer's stipulations regarding all required approvals, permissions, licenses, and permits, before commencing works and or specific activities.
- 7.2.5 The Professional Service Provider ensures his programme complies with industry best practices and project management methodologies.
- 7.2.6 The Professional Service Provider complies with the Employer's programme, if provided, when he submits his first programme.
- 7.2.7 The Professional Service Provider shows on his Accepted Programme the programmes demonstrating sequence of operations.
- 7.2.8 The Professional Service Provider shows on his Accepted Programme and all subsequently revised programmes showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

- 7.2.9 The Professional Service Provider's programme shall indicate the duration of operations in working days as per the stipulated definition of the workdays and hours under Employer's Works Information.
- 7.2.10 Each programme submitted by the Professional Service Provider to the Project Manager, is fully Cost and Resource Loaded (People, Equipment, Plant, Materials & Other Resources).
- 7.2.11 The Professional Service Provider shall submit a cash flow forecast with each programme submitted, including the programme submitted with the tender. The cash flow shall be in the form of an S-curve and shall be a cumulative representation of the monthly cost progression for the remaining duration of the contract. The cash flow forecast must align with the programme.
- 7.2.12 The revised programme, in the form of a month look-ahead, shall show two (2) separate bars for each activity as per bullet points below to enable a comparison of the actual progress with the first programme;
- the first programme activity bar, and
 - the revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete for each activity)
- 7.2.13 Deviations of the "current" activity schedule from the "baseline" activity schedule will form the basis for assessing progress and performance.
- 7.2.14 The Professional Service Provider programme shall indicate Level 3 Project Schedule:
- **Level 3 Project Schedule** – detailed schedules are generated to demonstrate all operations identified on the programme from the start date to completion. Each operation will be given a code. The Employer notifies any subsequent layouts and corresponding filters on revised programmes. Activities at this level should not exceed one update cycle unless there are exceptional circumstances that justify longer durations.

8. REPORTING AND MONITORING

8.1 Management meetings

- 8.1.1 The Professional Service Provider shall attend the contract management meetings as per the Project Managers request. It is envisaged that the meetings will be scheduled as follows:
- Kick-off meeting- Professional Service Provider to attend inception meeting within a week of signing the contract.
 - Progress meetings will be held at least once every 2-3 weeks.
 - Present progress at up to two interdepartmental meetings/workshops, as and when requested by the Employer

- Meeting to discuss the assessment progress as and when required by the Project Manager.
- Conduct technical meetings for completed milestones
- General project administration
- Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature, and the progress of the works
- The Professional Service Provider will attend a close out meeting with Client at the end of the contract.

8.1.2 The Professional Service Provider shall attend meetings as included but not limited to those defined in the Employer's Works Information.

8.1.3 The Professional Service Provider shall provide progress on the arranged meetings or as and when required by the Employer,

8.1.4 The Professional Service Provider shall complete an assessment of all activities in progress and to completion, to determine physical percentage complete, forecasted completion dates, deviations from the Accepted Programme and proposes remedial actions to rectify deviations.

8.1.5 At these meetings, the Professional Service Provider shall share all relevant information including early warnings of compensation events, quality plans, schedules, subcontractor management, risks, and safety issues at such meetings.

8.2 CONTRACTOR MANAGEMENT, SUPERVISION AND KEY PERSONNEL

8.2.1 The Professional Service Provider shall make an adequate, experienced, and stable project team available for the duration of the contract. Every effort must be exercised by the Professional Service Provider to minimise the replacement of project team members to ensure optimum contract management continuity and efficiency.

8.2.2 The Professional Service Provider shall have resource for each line item and resources cannot be repeated or shared per discipline. Resources professional registration will be verified from the professional bodies that they are registered with to confirm validity of registration.

8.2.3 The Professional Service Provider employs full time, fully qualified and experienced key persons who have been delegated sufficient authority to manage the contract efficiently on-Site during completion of the works including and not limited to:

- **Project Manager or Electrical Engineer-** Should have at least 5 years' experience (post registration) in energy audits, project management, site supervision, report writing, energy management programme, measurement & verification of energy savings. Must be registered with ECSA as a Pr.Eng / Pr.Tech or have PMP Certification. Must have knowledge of NEC3/4 Contracts, SANS 1544, National Energy Act and SANS 10400-XA standards.

- **Installation Electrician**- Must have at least 5 years' experience (post registration) in installation, maintenance and repairing of electrical systems and components, electrical wiring of buildings, transmission lines or related equipment, power and data logging. Must be registered with Department of Labor as an Electrician.
- **SANEDI/DMRE Registered EPC Professional**- to have a minimum NQF Level 6 Diploma in Electrical Engineering or any related Engineering qualification (energy management studies, property studies, architecture, or construction management). The Registered EPC Professional must have at least 2 years' experience, have knowledge and experience in energy audits, issuing of EPCs, assessment of building facilities, compiling and collection of energy data that is required for verification towards an Energy Performance Certificates for buildings.

Registered EPC Professional must have done training in the field of energy performance assessment (SANS 1544), or ISO/IEC 17020 or audits or energy management endorsed/approved by SANEDI or have attended the SANEDI EPC Training and successfully completed a Competency Assessment Exam facilitated by Training Providers endorsed or appointed by SANEDI.

8.2.4 The Professional Service Provider shall provide an Organogram of all the key people (both as required by the Employer and as independently stated under Contract Data) and how such key people communicate with the Project.

9. TIMELINES

Description	Estimated Timelines
Kick off meeting & Site Inspection	1 day
Phase 1: Client Consultation	10 weeks
Identification of eligible EPC buildings	
Measurement of the building net floor area and drafting of the floor plans	
Drawings sign off	
Collation of Energy data (kWh)	
Phase 2: Final Inspection & Detailed data Analysis	6 weeks
Inspection Report	
Progress meeting	
Assessment Report	
Phase 3: Final Report	4 weeks
Final Report	
Progress Meeting	
Phase 4: Issuing of EPC	4 weeks
EPC Assessment	
Closeout Report	
Upload data on NBEPR	
Obtain EPC number from NBEPR and issuing of EPC number to the building owner	
Display of EPC in buildings	
Close out Meeting	

10. LIST OF IDENTIFIED BUILDINGS

Terminal	Item	Building Name	Floors	Square meter
Pier 2	#1	Electrical Workshop	1	1176 m ²
	#2	Landside Staff Facilities	1	1418m ²
	#3	Pier 2 Main Admin Building	5	4018m ²
	#4	Civil Store	2	2009m ²
	#5	Straddle Carrier Workshop & Offices	2	8616m ²
DBN BBC	#6	Isivivane Building	1	Above 1000m ²
RCB	#7	Umhlathuze Building	2	1727,06m ²
NCT	#8	Main Admin Building	4	3210m ²
SLD	#9	Technical Building	2	1000m ²
	#10	Admin Building	7	2000m ²
CPT	#11	Administration Building	5	2403m ²
	#12	E Block	2	1300m ²
	#13	Reefer Building, garage and shed	1	1200m ²

TECHNICAL EVALUATION										
DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m2) AND ENERGY DATA (IN kWh) FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS “TPT”).										
Evaluation Criteria	Description	Scoring Principal					Returnable Schedule	Criteria Yes/No	Weighting	
Eligibility	Proof of professional registration of Key Persons required in the project organogram are supplied.	The Professional Service Provider must be registered with SANAS or have SANEDI/DMRE Registered EPC Professional (s) as key personnel					APPENDIX A	Yes/No	NA	
		Installation Electrician must be registered with Department of Labor								
CVs of Key Persons	Profession / Resource		Weighting		Scoring		APPENDIX B	CV's of Key Personnel	35	
	Management and Engineering	Project Manager (PrTech/PrEng or PMP Certification)		100%	40%	General Experience = 10 Education, training, and skills = 13 Knowledge of issues pertinent to the project = 12				
		SANEDI/DMRE Registered EPC Professional			40%					
		Installation Electrician			20%					
Previous Experience	The tenderer must show the company's experience in performing energy audits, measurement and verification, and issuing EPCs over the last 5 years. They should provide a detailed reference list with traceable contact details of existing customers, describe their previous experience, and provide evidence of completion.	Experience on issuing EPC F		15		APPENDIX C	Previous Experience	30		
		Experience with Energy Audits and Meaurement & Verification		15						
Method Statement	The service provider must address the Technical and Implementation Approach as per the project scope requirements: Technical Approach: 1. Site Inspections and Inspection Reports 2. Measurement and Verification of energy data 3. Measurement of building net floor area 4. Final assessment and detailed energy data analysis 5. EPC assessment report 6. EPC Rating 7. Submission to SANEDI 8. Issuing and Displaying of EPC Implentation Approach: 1. Resource Scheduling 2. Work programme 3. Quality Control Plan 4. Health and Safety Plan	Sections		Weighting						
		Technical Approach: Clearly articulated method statement and is based on the Scope of Services which includes the measurement and verification of energy data, energy audits, site inspection, report writing, understanding of SANS 1544 and 10400 XA standards and issuing of EPC.		20		0 points- The tenderer has submitted no information or inadequate information to determine a score 75 points- The method statement is acceptable and addressed all 7 requirements of the technical approach 100 points- The method statement is outstanding and addressed all 8 requirements of the technical approach		APPENDIX D	Method Statement	35
		Implementation Approach: Demonstrates a clear understanding of the project objectives, organizational resourcing, health and safety approach, quality control plan and approach to execution of the work.		15		0 points- The tenderer has submitted no information or inadequate information to determine a score 75 points- The method statement is acceptable and addressed all 3 requirements of the implementation approach 100 points- The method statement is outstanding and addressed all 4 requirements of the implementation approach				
TOTAL RATING									100	
Technical Qualification Threshold = 70%										

TRANSNET PORT TERMINAL

TENDER NUMBER:

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

Mandatory Returnable

Appendix A: Evaluation Schedule- Eligibility Criteria

SANAS Inspection Body Accreditation and Professional Registration.

- The tenderer must submit proof of registration as an accredited SANAS inspection body or submit proof of key personnel being SANEDI/DMRE Registered EPC Professional
- The Installation Electrician must be registered with the Department of Labor. The tenderer must return and attach the valid registration certificates.
- Failure to return the required evidence will be deemed as non-responsive.

Profession	Name and Surname	Professional Registration	Certification Attached (Yes/No)	Registration Number
Company or Registered EPC Professional(s)		SANAS Accreditation or SANEDI/DMRE Registered		
Installation Electrician		IE- registered with the department of Labor		

TRANSNET PORT TERMINAL

TENDER NUMBER:

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

Reference to attached submissions to this schedule:

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The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Tenderer, confirms that the contents and referenced submissions of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date	
	_____	_____
Name	Position	
	_____	_____
Tenderer	_____	

Appendix B: Evaluation Schedule - CV's of Key Personnel

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of assigned *key personnel* in relation to the scope of work will be evaluated from three different points of view below:
 - i. General experience post registration.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of services. Proof of education and training must be attached to the C.V.
 - iii. The key staff personnel knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc. Bidders to show clearly the previous similar work undertaken by the key personnel.
2. Comprehensive CV's should be attached to this schedule:
As a minimum each CV should address the following, but not limited to;
 - i. Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
 - ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations). Proof of professional registration and qualifications must be attached and certified by a Commissioner of Oaths.
 - iii. Skills including short courses certificates and all proof of relevant training.
 - iv. Name of current employer and position in enterprise
 - v. Overview of postgraduate / diploma experience (year, organization and position)
 - vi. Outline of recent assignments / experience in line with the scope of work
 - vii. Company organogram to be attached with this returnable.

The following table is to be populated by the tenderer identifying the resources for the key roles on the project.

Profession	Name and Surname	Professional Registration	CV attached (Yes/No)
Registered EPC Professional		SANEDI/DMRE Registration	
Project Manager		Pr Eng/Pr Tech Registration (ECSA) or PMP Registration	
Installation Electrician		Registered with the Department of Labour	

TRANSNET PORT TERMINAL**TENDER NUMBER:**

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

3. CV's for people proposed for all identified posts including:

- ***SANEDI/ DMRE Registered EPC Professional***

- The SANEDI/ DMRE Registered EPC Professional must at least have a minimum qualification of a Diploma/B Degree in Engineering, or energy management, or natural sciences, property studies, architecture, or quantity surveying, or construction management. The Registered EPC Professional must have at least 2 years' experience, have knowledge and experience in energy audits, assessment of building facilities, compiling and collection of energy data that is required for verification towards an Energy Performance Certificates for buildings.
- Registered EPC Professional must have done training in the field of energy performance assessment (SANS 1544), or ISO/IEC 17020 or audits or energy management endorsed/approved by SANEDI or have attended the SANEDI EPC Training and successfully complete a Competency Assessment Exam facilitated by Training Providers endorsed or appointed by SANEDI.

- ***Project Manager X 1,***

- The Project Manager must at least have a minimum qualification of a National Diploma in Electrical Engineering and at least 5 years post ECSA registration as Pr. Eng/Pr. Tech or have PMP certification. The project manager must have experience working with the NEC3/4 Professional Services Contract with at least 1 project more than R1m in Electrical Works value. This appointment shall have experience in measurement and verification, energy audits, energy reduction and energy management programme.

- ***Installation Electrician X 1,***

- The Installation Electrician must have at least 5 years post registration experience in Low and Medium Voltage (LV) installations and be registered with Department of Labour. The Installation Electrician must have experience in the installation, repairing of electrical systems, testing, inspecting electrical works and assessment of existing installation for certifications with the requirements of the OHS Act and all incorporated standards.

4. Details of experience for proposed staff working in similar projects in terms of nature, complexity and value.
5. An explanation of how the resources will be allocated to enable compliance with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
6. Details of experience for proposed staff in respect to NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience is limited, an indication of relevant training that they have attended would be helpful.

TRANSNET PORT TERMINAL

TENDER NUMBER:

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

Attached submissions to this schedule:

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TRANSNET PORT TERMINAL**TENDER NUMBER:**

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

3.1	Post registration work experience in years for the following key persons: <ul style="list-style-type: none"> Project Manager 	Education and training for the following key persons: <ul style="list-style-type: none"> Project Manager 	Knowledge, skills and experience pertinent to the project i.e. Project management, understanding and experience in energy audits, understand NEC contracts, SANS 1544:2014 & SANS 10400XA:2021 standards knowledge and other issues pertinent to the scope requirements and respective to the following key: <ul style="list-style-type: none"> Project Manager
	4	5	4
Scoring			
(0 points)	The Tenderer has submitted no information or inadequate information to determine a score.		
(20 points)	Key persons: ≤ 2 years	Key staff does not have project specific education and training required i.e. N6 or Trade certificates.	Key staff has no experience pertinent to the project. Key staff have completed 1 similar project
(40 points)	Key persons: (> 2 < 3 years)	Key staff has limited education and training required i.e. N6 with Trade certificates.	Key staff has limited knowledge, skills and experience pertinent to the project. Key staff have completed 2 similar projects
(60 points)	Key persons: (≥3 ≤ 5 years)	Key staff has reasonable education and training required i.e. Btech/National Diploma with PrEng/PrTech	Key staff has reasonable knowledge, skills and experience pertinent to the project. Key staff have completed 3 similar projects
(80 points)	Key persons: (> 5 ≤ 7 years)	Key staff has extensive education and training required i.e. BSc/BEng with PrEng or PMP Certification	Key staff has extensive knowledge, skills and experience pertinent to the project. Key staff have completed 4 similar projects
(100 points)	Key persons: > 7 years	Key staff has outstanding education and training required i.e. Master's degree or acquired extended NQF certificates or PMP Certification	Key staff has outstanding knowledge, skills and experience pertinent to the project. Key staff have completed 5 or more similar projects

TRANSNET PORT TERMINAL**TENDER NUMBER:**

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

Total Weighting = 33 points			
Sub-Criteria Weighting = 13 points			
3.2	Work experience in years for the following key persons: <ul style="list-style-type: none"> SANEDI/DMRE Registered EPC Professional 	Education and training for the following key persons: <ul style="list-style-type: none"> SANEDI/DMRE Registered EPC Professional 	Knowledge, skills and experience pertinent to the project i.e. issuing of EPCs, Energy Audits, M&V, Energy Data Analysis, understand SANS 1544:2014 & SANS 10400XA:2021 standards knowledge and other issues pertinent to the scope requirements and respective to the following key personnel.: <ul style="list-style-type: none"> SANEDI/DMRE Registered EPC Professional
	4	5	4
Scoring			
(0 points)	The Tenderer has submitted no information or inadequate information to determine a score.		
(75 points)	Key persons: (≥ 2 < 5 years)	Key staff has the minimum education and training required i.e. NDiploma in Engineering & Built Environment. Must have attended EPC Professional Training in the field of energy performance assessment (SANS 1544), or ISO/IEC 17020 or audits or energy management endorsed/approved by SANEDI. Or must have attended the SANEDI EPC Training and successfully complete a Competency Assessment Exam facilitated by Training Providers endorsed/appointed by SANEDI.	Key staff has the minimum knowledge, skills & experience pertinent to the <i>Employer's</i> project. Key staff have completed 3 similar projects
(100 points)	Key persons: (≥ 5 years)	Key staff has the minimum education and training required i.e. Btech/BEng/BSc in Engineering & Built Environment. Must have attended EPC Professional Training in the field of energy performance assessment (SANS 1544), or ISO/IEC 17020 or audits or energy management endorsed/approved by SANEDI. Or must have attended the SANEDI EPC Training and successfully complete a Competency Assessment Exam facilitated by Training Providers endorsed/appointed by SANEDI.	Key staff has substantial knowledge, skills and experience pertinent to the <i>Employer's</i> project. Key staff have completed more than 3 similar projects

TRANSNET PORT TERMINAL**TENDER NUMBER:**

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

Total Weighting = 33 points			
Sub-Criteria Weighting = 7 points			
3.3	Work experience in years for the following key persons: <ul style="list-style-type: none"> Installation Electrician 	Education and training for the following key persons: <ul style="list-style-type: none"> Installation Electrician 	Knowledge, skills and experience pertinent to the project i.e. must have experience in the installation, repairing of electrical systems, testing, inspecting electrical works and assessment of existing installation for certifications with the requirements of the OHS Act and all incorporated standards. <ul style="list-style-type: none"> Installation Electrician
	2	3	2
Scoring			
(0 points)	The Tenderer has submitted no information or inadequate information to determine a score.		
(75 points)	Key persons: (≥ 3 < 5 years)	Key staff has the minimum education and training required i.e. NDiploma in Engineering & Built Environment and Registered with Department of Labour as an Electrician	Key staff has the minimum knowledge, skills & experience pertinent to the <i>Employer's</i> project. Key staff have completed 3 similar projects
(100 points)	Key persons: (≥ 5 years)	Key staff has the minimum education and training required i.e. Btech/BEng/BSc in Engineering & Built Environment and Registered with Department of Labour as an Electrician	Key staff has substantial knowledge, skills and experience pertinent to the <i>Employer's</i> project. Key staff have completed more than 3 similar projects

TRANSNET PORT TERMINAL**TENDER NUMBER:**

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

Appendix C: Evaluation Schedule - Previous Experience

Note to Tenderers:

Tenderers are required to demonstrate the companies past experience in the delivery of similar projects "of a minimum value of R200 000 per project" areas, conditions and circumstances in relation to the scope of services in the last 5 years, and to this end shall supply a sufficiently detailed reference list with traceable contact details of existing customers, indicate their previous experience, and provide completion certificates as evidence.

Please provide your previous experience showing but not limited to the following:

1. Site assessment and providing assessment report
2. Measurement and Verification: Measurement and collection of energy data (in kWh) using power loggers
3. Energy data analysis
4. Performing energy audits and report writing
5. Attending to site work and site/progress meetings
6. Experience in Energy Management projects and Project Management
7. Have knowledge and understanding of SANS 10400XA:2021, National Energy Act and SANS 1544: 2014
8. Issuing of Energy Performance Certificates
9. Maintenance and repairing of electrical systems in buildings and structures

Fill in as many line items as needed for the similar previous projects undertaken, starting from the most recent projects completed:

Client	Client contact details	Project Description	Year of project completion	Contract Value	Subcontractors

TRANSNET PORT TERMINAL**TENDER NUMBER:**

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

Index of documentation attached to this schedule:

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The scoring of the Previous Experience will be as follows and the tenderers shall demonstrate their experience in the following areas:

	Experience on issuing EPCs	Experience with Energy Audits and Measurement & Verification of Energy Data
Points	15	15
(score 0)	The tenderer has submitted no information or inadequate information to determine a score.	
(score 20)	The tenderer completed 1 similar project.	
(score 40)	The tenderer completed 2 similar projects.	
(score 60)	The tenderer completed 3 similar projects.	
(score 80)	The tenderer completed 4 similar projects.	
(score 100)	The tenderer completed 5 and more similar projects.	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

Appendix D: Evaluation Schedule – Method Statement

Method statement or approach paper which responds to the scope of services and outlines proposed approach / methodology including that relating but not limited to programme, SHEQ, technical approach, organisational staffing, and an understanding of the project objective.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project which should include a Level 3 project schedule which shall be attached to this returnable. Tenderers to also exhibit a clear understanding of the scope of services and show a concise method statement for all activities incorporating best practices.

The tenderer must as such explain his understanding of the objectives of the works and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach and methodology they would adopt to address them. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures, and associated resources, to meet the requirements and indicate how risks will be managed. Consideration should be made to design objectives with respect to the legislations and compliance standards.

The method statement should cover Technical and Implementation Approach.

The method statement shall include as a minimum but not limited to the following (the professional *service provider* must refer to the Works Information for a full description of the scope of the works):

1. Technical Approach

The service provider must clearly articulate the technical approach based on the following project scope requirements:

1.1 Site Inspections and Inspection Reports

1.2 Energy Data Measurement, Verification and Collection:

- a. Measurement, verification and collection of buildings energy data (in kWh) using power loggers
- b. Compile Energy Data Reports for all buildings

1.3 Measurement of building net floor area (m²), where applicable

1.4 Perform detailed energy analysis and buildings energy performance assessments:

TRANSNET PORT TERMINAL

TENDER NUMBER:

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

- a. Complete all buildings energy performance assessments as per SANS 1544: 2014 and SANS 10400XA: 2021 based on energy analysis
- b. Compile and present buildings energy performance assessment reports, inclusive of computed buildings EPC ratings

1.5 EPC Assessment

1.6 Issuing of Buildings EPCs:

- a. Service provider to issue an EPC certificates per building confirming the building's energy performance assessment as per the required standards.

1.7 Submission to SANEDI:

- a. Service provider to submit all EPCs to SANEDI on behalf of the Employer

1.8 Displaying of EPCs:

- a. Service provider is to display physical copies of the buildings EPCs in reception areas/entrances on site

2. Implementation Approach

The service provider must demonstrate a clear understanding of the project objectives, explanation of the programme, Health & Safety Plan, organizational resourcing, and approach to Quality Management.

2.1 Resource Scheduling

2.2 Quality Control Plan

2.3 Safety Plan

2.4 Work Programme

Index of documentation attached to this schedule:

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TRANSNET PORT TERMINAL**TENDER NUMBER:**

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

The scoring of the approach paper will be as follows:

Total Weighting = 35 points	
1. Technical Approach	
Sub-Criteria Weighting = 20 points	
<u>The technical approach of the method statement has covered the following engineering scope requirements:</u>	
1.1.1 Site Inspections and Inspection Reports	
1.1.2 Measurement and Verification of energy data	
1.1.3 Measurement of building net floor area	
1.1.4 Final assessment and detailed energy data analysis	
1.1.5 EPC assessment report	
1.1.6 EPC Rating	
1.1.7 Submission to SANEDI	
1.1.8 Issuing of EPCs	
Scoring	
(0 points)	The tenderer has submitted no information or inadequate information to determine a score.
(75 points)	The method statement is acceptable and addressed 7 scope requirements
(100 points)	The method statement is outstanding and covered all 8 scope requirements

TRANSNET PORT TERMINAL**TENDER NUMBER:**

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

2. Implementation Approach	
Sub-Criteria Weighting = 15 points	
<u>The technical approach of the method statement has covered the following project scope requirements:</u>	
2.1.1 Resource Scheduling	
2.1.2 Quality Control Plan	
2.1.3 Safety Plan	
2.1.4 Work Programme	
Scoring	
(0 points)	The tenderer has submitted no information or inadequate information to determine a score.
(75 points)	The method statement is acceptable and addressed 3 scope requirements
(100 points)	The method statement is outstanding and addressed all 4 scope requirements

TRANSNET PORT TERMINAL**TENDER NUMBER:**

DESCRIPTION OF THE WORKS: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINAL**TENDER NUMBER:** TPT/2025/03/0022/92515/RFQ-ICLM HQ/935/TPT**DESCRIPTION OF THE WORKS:** APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES**PRICING SCHEDULE****Notes:**

- To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with this pricing schedule and not utilize a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- All prices must be quoted in Rands of value.
- Transnet intends to strictly award one (1) service provider therefore the bidder should quote for all terminals.

RICHARDS BAY					
Item	Activity Schedule	Unit	Quantity	Unit Price	Total
1.	Measurement of energy data using power loggers	SUM	1		
2.	Drafting of floor plan	Each	1		
3.	Site Inspection Report	SUM	1		
4.	Final Assessment Report	SUM	1		
5.	EPC Scale Rating	Each	1		
6.	Issuing of EPC	Each	1		
				Sub-total	

DURBAN CONTAINER TERMINAL					
Item	Activity Schedule	Unit	Quantity	Unit Price	Total
1.	Measurement of energy data using power loggers	SUM	5		
2.	Drafting of floor plans	Each	1		
3.	Site Inspection Report	SUM	1		
4.	Final Assessment Report	SUM	1		
5.	EPC Scale Rating	Each	1		
6.	Issuing of EPC	Each	5		
				Sub-total	

TRANSNET PORT TERMINAL**TENDER NUMBER:** TPT/2025/03/0022/92515/RFQ-ICLM HQ/935/TPT**DESCRIPTION OF THE WORKS:** APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

AGRIPORT TERMINAL					
Item	Activity Schedule	Unit	Quantity	Unit Price	Total
1.	Measurement of energy data using power loggers	SUM	1		
2.	Site Inspection Report	SUM	1		
3.	Final Assessment Report	SUM	1		
4.	EPC Scale Rating	Each	1		
5.	Issuing of EPC	Each	1		
	Sub-total				

NGQURA CONTAINER TERMINAL					
Item	Activity Schedule	Unit	Quantity	Unit Price	Total
1.	Measurement of energy data using power loggers	SUM	1		
2.	Site Inspection Report	SUM	1		
3.	Final Assessment Report	SUM	1		
4.	EPC Scale Rating	Each	1		
5.	Issuing of EPC	Each	1		
	Sub-total				

TRANSNET PORT TERMINAL**TENDER NUMBER:** TPT/2025/03/0022/92515/RFQ-ICLM HQ/935/TPT**DESCRIPTION OF THE WORKS:** APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

CAPE TOWN TERMINAL					
Item	Activity Schedule	Unit	Quantity	Unit Price	Total
1.	Measurement of energy data using power loggers	SUM	3		
2.	Drafting of floor plans	Each	1		
3.	Site Inspection Report	SUM	1		
4.	Final Assessment Report	SUM	1		
5.	EPC Scale Rating	Each	1		
6.	Issuing of EPC	Each	3		
	Sub-total				

SALDANHA TERMINAL					
Item	Activity Schedule	Unit	Quantity	Unit Price	Total
1.	Measurement of energy data using power loggers	SUM	2		
2.	Site Inspection Report	SUM	1		
3.	Final Assessment Report	SUM	1		
4.	EPC Scale Rating	Each	1		
5.	Issuing of EPC	Each	2		
	Sub-total				

TRANSNET PORT TERMINAL**TENDER NUMBER:** TPT/2025/03/0022/92515/RFQ-ICLM HQ/935/TPT**DESCRIPTION OF THE WORKS:** APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PERFORM A ONCE-OFF EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA (IN m²) AND ENERGY DATA (IN kWh) FOR TRANSNET PORT TERMINALS IDENTIFIED SITES

Item	Terminals	Total
1.	RICHARDS BAY	
2.	DURBAN CONTAINER TERMINAL	
3.	AGRIPORT TERMINAL	
4.	NGQURA CONTAINER TERMINAL	
5.	CAPE TOWN TERMINAL	
6.	SALDANHA TERMINAL	
	Sub-total	
	VAT	
	TOTAL	

Company Stamp



STANDARD TERMS AND CONDITIONS OF CONTRACT

between

TRANSNET SOC LTD

Registration Number 1990/000900/30

And

.....

Registration Number

FOR THE APPOINTMENT OF A REGISTERED PROFESSIONAL TO PERFORM AN EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA AND ENERGY DATA ON 13 FACILITIES TO TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE VARIOUS TRANSNET PORT TERMINALS ON A ONCE OFF BASIS.

CONTRACT NUMBER

DURATION

COMMENCEMENT DATE

EXPIRY DATE

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Schedule 1 – SCHEDULE OF REQUIREMENTS

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures Services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Service Provider**]. Transnet does not accept any other conditions which the Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Services shall conform strictly with the Order. The Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Service Provider warrants that the Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Service Provider's obligations under the Order.
- 3.2 The Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the services do not conform to the Order, Transnet may reject the Services and the Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Services at the Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where

this is available]. Any amounts due in terms of these Terms shall be paid to the Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Services or any written material provided to Transnet relating to any Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Service Provider following a design or process originated and furnished by Transnet. The Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Services; or
- b) modify or replace the services so that they become non-infringing,

provided that in both cases the services shall continue to meet Transnet's requirements, and any specifications stipulated in the Order. Should neither option be possible, the Service Provider may remove, with Transnet's prior written consent, such services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Service Provider shall have no liability in respect of any continued use of the infringing services after Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Service Provider and any information relating to Transnet's business which may have come into the Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PROTECTION OF PERSONAL INFORMATION

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

- b) Transnet will process all information by the Respondent 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.

- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:
- i. they process personal information only for the express purpose for which it was obtained;
 - ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
 - iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
 - iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
 - v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
 - vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
 - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

- 9.1. The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 9.2. Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.
- 9.3. The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 9.4. The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 9.5. The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 9.6. Personal Information security breach:
 - a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.

- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

8 PUBLICITY

The Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

9 NON-CONFORMANCE OF SERVICES PROCURED

9.1 In the case of services manufactured for and procured by Transnet from the Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Service Provider whose Services do not conform to Transnet standards, specifications and requirements directing the Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.

9.2 Failure by the Service Provider to fully comply with NCR within the period stated in sub-clause 13.1 above, shall entitle Transnet to further conditions to which the Service Provider must discharge in order to close the NCR or to terminate the order without giving the Service Provider written notice of termination in terms of this Agreement.

10 TERMINATION OF ORDER

10.1 Notwithstanding the date of signature hereof, the commencement date of this Order is and will expire on , unless:

- this Order is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- this Order is extended at Transnet's option for a further period to be agreed by the Parties; or
- the allocated maximum contract value is depleted before the contract expiry date.

- 10.2 Transnet may cancel this Order in whole or in part at any time upon at least 30 [thirty] days' written notice to the Service Provider, or when there is a change in control of the Service Provider or the Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Service Provider when such work on the Order shall stop.
- 10.3 Transnet shall pay the Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Service Provider, at the time of termination, and the Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Service Provider had the Order not been terminated.
- 10.4 In the event of termination the Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 10.5 If the services are not provided in accordance with an Order, the Order shall be deemed terminated and the Service Provider shall compensate Transnet for any costs incurred in obtaining substitute services or any damage caused due to the failure or delay in the delivery.
- 10.6 Both parties to this agreement reserve the right to terminate this agreement:
- 13.6.1. If the other commits a material breach of this contracts and fails to remedy such breach within a stipulated time frame or within a reasonable time;
 - 13.6.2. There is non-performance from either of the parties; or
 - 13.6.3. If the other party is unable to perform its obligations under this agreement.

11 ACCESS

The Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Service Provider's employees. The Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

12 WARRANTY

The Service Provider warrants that it is competent to supply the services in accordance with these Terms to the reasonable satisfaction of Transnet and that all services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders

related to *[inter alia]* the services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

13 INSOLVENCY

If the Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

14 SUBCONTRACTING

- 14.1 The Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 14.2 Should Transnet approve the Service Provider's subcontracting arrangement, the Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 14.3 The Service Provider may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 14.4 The Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

15 PAYMENT TO SUB-CONTRACTORS

- 15.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:
 - a) Receipt of an undisputed invoice from the sub-contractor; and
 - b) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Service Provider, against the required standards.
- 15.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this

clause does not bestow any right or legitimate expectation on the Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

- 15.3 The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 15.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Service Provider, whatsoever.

16 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023

- 16.1 The Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:
 - a) Cession must only be applicable to the transfer of right to payment for services rendered by a Service Provider to an FSP or State Institutions;
 - b) The written request for cession must be by the Service Provider and not a third party; and
 - c) The written request by the Service Provider must be accompanied by the cession agreement.
- 16.2 The Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

17 SUPPLIER INTEGRITY PACT

The Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. The general purpose of the Supplier Integrity Pact is to agree to avoid 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 the procurement event leading to this Agreement and this Agreement itself.

18 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

19 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

20 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

21 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7 and 8. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

22 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

Thus signed by the Parties and witnessed on the following dates and at the following places:

SIGNED for and on behalf of Transnet SOC Ltd duly authorised hereto	SIGNED for and on behalf of duly authorised hereto
Registration Number 1990/000900/30	Registration Number
Signature	Signature
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place:
AS WITNESS: Signature Name	AS WITNESS: Signature Name

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A REGISTERED PROFESSIONAL TO PERFORM AN EPC ASSESSMENT, MEASUREMENT OF THE BUILDING NET FLOOR AREA AND ENERGY DATA ON 13 FACILITIES TO TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE VARIOUS TRANSNET PORT TERMINALS ON A ONCE OFF BASIS.
SERVICE PROVIDER
CONTRACT NUMBER	TPT/2025/03/0022/92515/RFQ-ICLM HQ/935/TPT
DURATION	ONCE OFF
COMMENCEMENT DATE
EXPIRY DATE

With reference to the Standard Terms and Conditions of Contract, Reference Number TPT/2025/03/0022/92515/RFQ-ICLM HQ/935/TPT dated, ("Contract") between Transnet SOC Ltd ("Transnet") and (the "Service Provider") pursuant to which you have agreed to perform certain services for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

1. Description of the Services

The scope of services to be performed by the service provider is for the appointment of a registered professional to perform an EPC assessment, measurement of the building net floor area and energy data on 13 facilities to Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals (Hereinafter referred to as "TPT") at the various Transnet Port Terminals on a once off basis.

2. Scope of Services

The details for the services to be provided are as stipulated in **Annexure A**.

2.1 Deliverables

The service provider shall:

- Compiling evidence pack for purposes of the hearing.
- Attending to consultations with the employers' representative i.e initiator.
- Testifying in the disciplinary proceedings and leading evidence in chief.
- Attending to cross examination by the employees' representative.
- Attending to re-examination; and
- Assisting the employer representative in any manner necessary.

3. Contract Manager/s & Personnel to provide the Services

Transnet Contract Manager	
Designation	
Operating Division	
Address	
Telephone	
Email	

Service Provider's Account Manager	
Designation	
Address	
Telephone	
Email	

4. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

5. Fees & Disbursements

5.1 In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding R (excluding)..... R (Including VAT).

IN WITNESS of which this Schedule of Requirements has been duly executed by the parties.

SIGNED for and on behalf of

.....

Signature.....

Name.....

Position.....

Date.....

SIGNED for and on behalf of

Transnet SOC Ltd

Signature.....

Name.....

Position.....

Date.....

APPENDIX 1

Address for Notices

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

- i. by hand delivery - immediately upon receipt by the recipient.

Any notice or communications between the parties shall be delivered to the addresses set out below:

The Service Provider

Addressee:

.....

Attention:

Physical Address:

.....

.....

.....

Postal Address:

.....

.....

Transnet

Addressee:

Transnet SOC Ltd

Attention: Legal department

Physical Address:

202 Anton Lembede Street

Durban

4000

Postal Address:

.....

.....

Either party may, by a notice given in accordance with this Schedule 1, change its address or the purpose of this Schedule 1.

APPENDIX 2

Non- Disclosure Agreement

Date: 20--

I (*name*)

Of (*address*)
.....
.....

Undertake to Transnet SOC Ltd ("Transnet") that:

1. I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing Services to Transnet ("my assignment"); and
2. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, "Confidential Information" shall mean any information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs of the Transnet Group or its customers, whether in writing, conveyed orally or by machine-readable medium.

I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at _____ on _____ 2024.

(*Signature*)

in the presence of: -

Witness name:

Witness Signature:

Witness address:
.....

NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 202 Anton Lembede Street, Durban, 4001.

and

the Company as indicated in the RFQ bid response hereto

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 Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

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

2. CONFIDENTIAL INFORMATION

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

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and

- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

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

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid 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 Bid 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 Bid 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 Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise

unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

oooOOooo

Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Supplier")

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 Suppliers.

In order to achieve these goals, Transnet and the Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Supplier'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 Suppliers 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 Supplier 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 Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Suppliers the same information and will not provide to any Suppliers confidential / additional information through which the Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE SUPPLIER

- 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 Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Supplier commits to the following:
- a) The Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Supplier 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 Supplier 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 bidding process. Similarly, the Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Supplier or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Supplier 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 Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Supplier 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 BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 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 Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Supplier into question, Transnet may reject the Supplier's application from the registration or bidding process and remove the Supplier from its database, if already registered.
- 5.2 If the Supplier has committed a transgression through a violation of paragraph 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 Supplier from future bidding 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 Supplier 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 Supplier 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 DATABASE OF RESTRICTED SUPPLIERS

- 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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder 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 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 supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
- h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Supplier 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 Supplier's database or any bidding process.
- 7.2 If it is found to be that the Supplier made an incorrect statement on this subject, the Supplier can be rejected from the registration process or removed from the Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX 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 Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Supplier. However, the proceedings with the other Suppliers may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Supplier;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Supplier, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Supplier;

- f) Exclude the Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

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 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Supplier 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 bid which will be considered for the bid process, the Supplier:

- 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 Supplier 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 Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Supplier, 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 restriction 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 supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid 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 bidding 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 Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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.

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GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 DELETION OF ITEMS EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

29 VALUE-ADDED TAX

29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

29.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

30.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

31.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period,

Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

32.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

32.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

32.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
 - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

34 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

35 CONFLICT WITH ISSUED RFX DOCUMENT

- 35.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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