

Transnet Rail Infrastructure Management

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No ERACTC-OGS-54403

DESCRIPTION OF THE SERVICES: THE PROVISION OF WUL APPLICATION PROCESSES FOR THE DIESEL REFUELING FACILITY IN OGIES.

FOR A PERIOD OF

ISSUE DATE: 26 AUGUST 2025

BRIEFING SESSION: 2 SEPTEMBER 2025

CLOSING DATE: 9 SEPTEMBER 2025

CLOSING TIME: 10:00

VALIDITY PERIOD: 27 MAY 2026 (180 DAYS)

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 RAIL INFRASTRUCTURE MANAGER , A DIVISION TRANSNET SOC LTD**

BID NUMBER:	ERACTC-OGS-54403	ISSUE DATE:	26 AUGUST 2025	CLOSING DATE:	9 SEPTEMBER 2025	CLOSING TIME:	10:00
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DESCRIPTION	THE PROVISION OF WUL APPLICATION PROCESSES FOR THE DIESEL REFUELING FACILITY IN OGIES.
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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	Timothy Chauke
TELEPHONE NUMBER	011 584 0637
FACSIMILE NUMBER	
E-MAIL ADDRESS	Timothy.chauke@transnet.net

SUPPLIER INFORMATION

NAME OF BIDDER	
POSTAL ADDRESS	

Respondent's Signature

Date & Company Stamp

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	BBEEE 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)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> 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.			

Respondent's Signature

Date & Company Stamp

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 site meeting and/or RFQ briefing will be conducted at **Ogies site (next Puma garage) Coordinates: 26°03'03.1"S 29°02'57.8"E-26.050852, 29.049379 on the 2 September 2025, [11h00]** for a period of ± 1.5 hour. [Respondents to provide own transportation and accommodation]. Contact person for directions- **Samuel Motele, Senior Project Manager, 0834623351**. 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 nevertheless 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 encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.
- 2.3 Respondents are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address:
timothy.chauke@transnet.net
- 2.4 This is to ensure that Transnet may make the necessary arrangements for the briefing session.
- 2.5 A Site visit/walk may take place if required. Tenderers are to note:
 - Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.
 - Tenderers without the recommended PPE will not be allowed on the site walk.
 - Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.
 - All forms of firearms are prohibited on Transnet properties and premises.
 - The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates.

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 [Timothy Chauke] before **12:00pm on 5 September 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 goods / service(s);
 - award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
 - split the award of the order/s between more than one Supplier/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 Goods/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 Goods/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".

9 Specification/Scope of Work

Refer to Annexure B for the 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

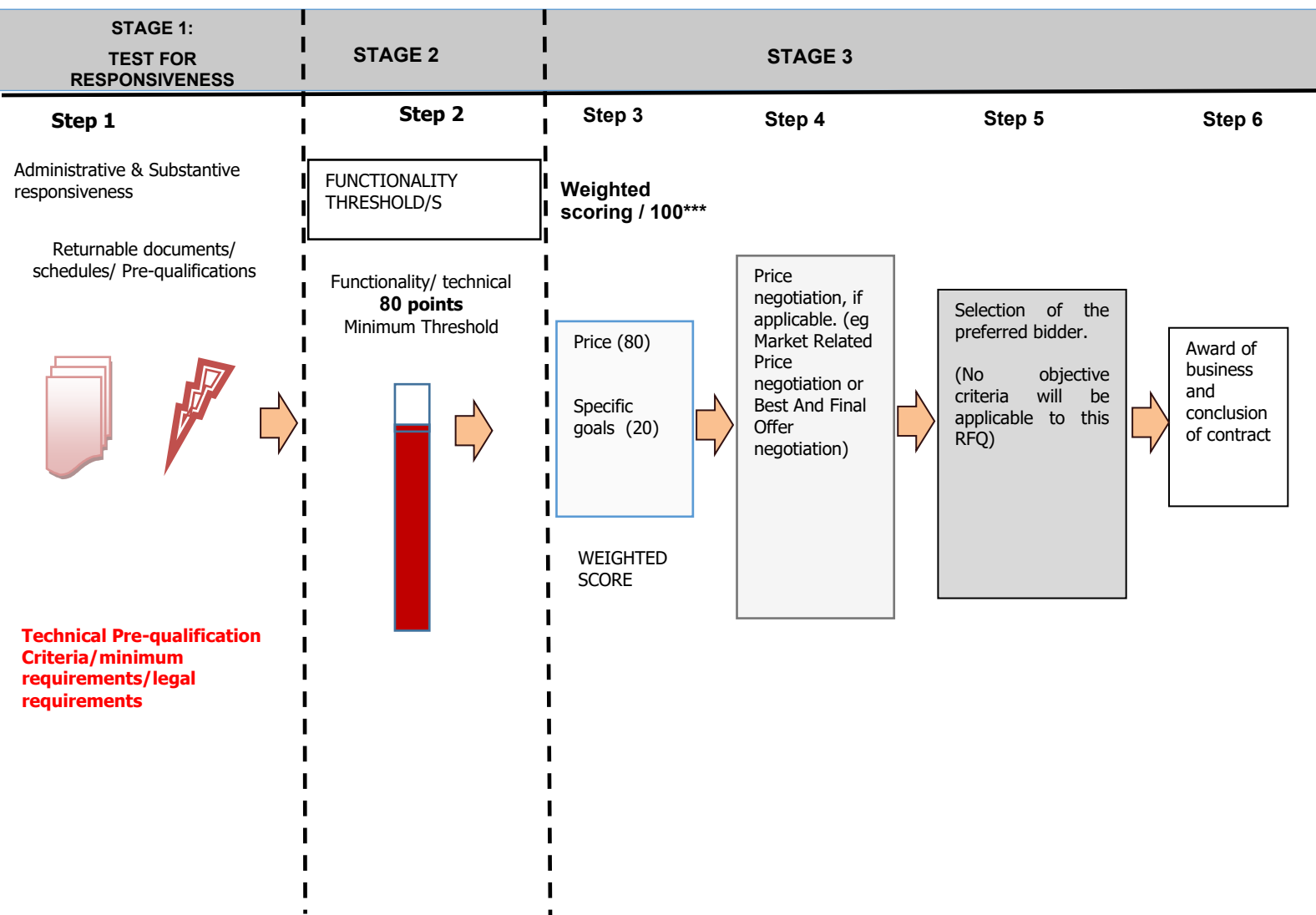
Website: <https://whistleblowersoftware.com/secure/Transnet>

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

12 Evaluation Criteria

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



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
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 3
• Verify the validity of all returnable documents	Section 3
• Verify if the Bid document has been duly signed by the authorised respondent	All sections
• Whether any general and legislation qualification criteria set by Transnet, have been met	All sections

• Whether the Bid contains a priced offer	<i>Section 4 - Quotation Form</i>
• Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
• Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met	<i>Section 2 – paragraph 10 (Scope of Work)</i>
• Entity's financial stability	

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

STEP TWO: Minimum Threshold 80 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)
• Experience and track record	30	
• Previous Water Use License study experience	15	
• Qualifications of key personnel - Wetland specialist - Lead environmental specialist	15	
• Methodology/Approach	20	
• Program/schedule	20	
Total Weighting:	100	
Minimum qualifying score required:	80	

Respondents must refer to **Annexure A for the scoring matrix and requirements**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses.

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.

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

1.2 STEP THREE: Evaluation and Final Weighted Scoring

a) Price Criteria [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:

P_s = Score for the Bid under consideration
 P_t = 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.

1.3 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).

1.4 STEP FIVE: Objective Criteria (if applicable)

There will be no objective criteria applicable for this RFQ.

1.5 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.

13 Validity Period

Transnet requires a validity period of 180 [One hundred-eighty] from the closing date of this RFQ, excluding the first day and including the last day 27 May 2026

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.

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

14 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]
ANNEXURE A Technical Pre-Qualification/Legal /minimum requirement	
SECTION 4 : Quotation Form	

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 6 of this RFQ <ul style="list-style-type: none"> B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC <i>guideline</i> 	
<ul style="list-style-type: none"> Experience and track record 	
<ul style="list-style-type: none"> Qualifications of key personnel <ul style="list-style-type: none"> Wetland specialist Lead environmental specialist 	
<ul style="list-style-type: none"> Methodology/Approach 	
<ul style="list-style-type: none"> Program/schedule 	

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]
---	------------------------------

SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: SPECIFIC GOALS POINTS CLAIM FORM	
SECTION 7 : Certificate of attendance of compulsory	
SECTION 8: Protection of Personal Information	
SECTION 1: SBD1 Form	

15 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.

Respondent's Signature

Date & Company Stamp

SECTION 4

QUOTATION FORM

I/We _____

hereby offer to supply the goods/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 goods/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 goods/services required, on a "delivered nominated destination" basis, including VAT:

Item No	Activity Description	Unit	QTY	Total price
1	Attendance at Project Inception Meeting (Site Meeting)	1	sum	
2	Document Review	1	sum	
3	Public participation	1	sum	
4	Gap Analysis report	1	sum	
5	Pre-Consultation Meeting with DWS Officials	1	sum	
6	Site visit	1	sum	
7	Technical Reports	1	sum	
8	Risk Assessment Matrix	1	sum	
9	Completed Water-use License application and supporting documentation on Ewulaas	1	sum	
10	Water Use License	1	sum	
Sub-Total Excluding VAT				
VAT 15%				
Total Including VAT				

Respondent's Signature

Date & Company Stamp

Delivery Lead-Time from date of purchase order: _____ **[days/weeks]**

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a)** 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-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - (ii) 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;
 - (iii) 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.

- b)** All Prices must be quoted in South African Rand, inclusive of VAT
- c)** 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 could 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.

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 or Services 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/Supplier 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?

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:

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.

- 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.
- 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.

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.

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 _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

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 to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either 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
30% Black women 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

$$PS = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
30% Black women Owned entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
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 least 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 _____ 20__

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

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

ANNEXURE A: TECHNICAL SUBMISSION QUESTIONNAIRE**NAME OF BIDDER:** _____

Technical Evaluation		
Technical Evaluation Criteria	Weighting Points	Scoring guideline:(0 to 5)
<p>Experience in water use License application and track record relating to Water Use License Application (Minimum of 5 projects).</p> <p>Reference letter/and or completion certificate must be submitted as proof for each project. The letter must include a brief description of completed services.</p> <p>Note: Both water use License application AND track record relating to Water Use License Application are required. Failure to submit experience in both requirements will result in a negative score.</p>	30	<p>0 (0) = Bidder has submitted no proof of experience in water use License application and track record relating to Water Use License Application</p> <p>1 (6) = Bidder has submitted proof of experience - successful completion of one (1) Project.</p> <p>2 (12) = Bidder has submitted proof of experience - successful completion of two (2) Projects</p> <p>3 (18) = Bidder has submitted proof of experience - successful completion of three (3) Projects</p> <p>4 (24) = Bidder has submitted proof of experience - successful completion of four (4) Projects</p> <p>5 (30) = Bidder has submitted proof of experience - successful completion of five (5) Projects</p>
<p>Qualification relevant experience of key personnel.</p> <p>Lead environmental specialist with 5 and more years' experience & professional registration-SACNASP/Registered EAP)</p> <ul style="list-style-type: none"> • Service provider to submit CV stipulating experience • Service provider to submit proof of registration as professional registration-SACNASP/Registered EAP 	15	<p>0 (0) = Bidder has provided no proof of experience and that employee is registered with professional registration-SACNASP/ Registered EAP)</p> <p>1 (3) = Lead environmental specialist has < 2 year experience & professional registration-SACNASP/EAP</p> <p>2 (6) = Lead environmental specialist has ≥ 2 but < 3 years' experience & professional registration-SACNASP/EAP</p> <p>3 (9) = Lead environmental specialist has ≥ 3 but < 4 years' experience post professional registration-SACNASP/EAP</p> <p>4 (12) = Lead environmental specialist has ≥ 4 but < 5 years' experience & professional registration-SACNASP/EAP</p> <p>5 (15) = Lead environmental specialist has ≥ 5 years' experience & professional registration-SACNASP/EAP</p>

Respondent's Signature_____
Date & Company Stamp

Technical Evaluation		
Technical Evaluation Criteria	Weighting Points	Scoring guideline:(0 to 5)
<p>Qualification relevant experience of key personnel.</p> <p>Wetland specialist with 5 and more years' experience & professional registration-SACNASP/ Registered EAP)</p> <ul style="list-style-type: none"> Service provider to submit CV stipulating experience Service provider to submit proof of registration as professional registration-SACNASP/ Registered EAP 	15	<p>0 (0) = Bidder has provided no proof of experience and that employee is registered with professional registration-SACNASP/ Registered EAP</p> <p>1 (3) = Wetland specialist has < 2 year experience & professional registration-SACNASP/EAP</p> <p>2 (6) Wetland specialist has ≥ 2 but < 3 years' experience & professional registration-SACNASP/EAP</p> <p>3 (9) Wetland specialist has ≥ 3 but < 4 years' experience post professional registration-SACNASP/EAP</p> <p>4 (12) = Wetland specialist has ≥ 4 but < 5 years' experience & professional registration-SACNASP/EAP</p> <p>5 (15) = Wetland specialist has ≥ 5 years' experience & professional registration-SACNASP/EAP</p>
<p>The methodology/ approach must include the following:</p> <p>The bidder must submit a methodology /approach and it must address the following points:</p> <ul style="list-style-type: none"> -Detailed Risk Matrix (also needs to include how risks will be managed) -Technical report (also to include Quality Interventions required to produce high quality report) -Rehabilitation plan -Offset process <p>Note: The methodology must be relevant to the Scope of Work, highlight the issues of importance, explain the technical approach that will be adopted during the application process.</p>	20	<p>0 (0) = Bidder has submitted no information or inadequate information or irrelevant information to determine a score</p> <p>1 (4) = Bidder has submitted a methodology/ approach that is poorly presented/generic/not tailored to address the specific project objectives (reporting).</p> <p>2 (8) = Bidder has submitted a methodology/ approach that is poorly presented/generic/not tailored to address the specific project objectives (reporting).</p> <p>The Method Statement partially responds to the Scope of work, highlight the issues of importance, explain the technical approach that will be adopted during the water use license application process</p> <p>Plan, indicating the Quality Interventions required to produce high-quality reports.</p> <p>Indicates how risks will be managed and what contribution can be made regarding value management</p> <p>3 (12) = Bidder has demonstrated reasonable methodology/ approach to be followed.</p> <p>The Method Statement somewhat responds to the</p>

Technical Evaluation		
Technical Evaluation Criteria	Weighting Points	Scoring guideline:(0 to 5)
		<p>Scope of work, highlight the issues of importance, explain the technical approach that will be adopted during the water use license application process</p> <p>Plan, indicating the Quality Interventions required to produce high-quality reports.</p> <p>Indicates how risks will be managed and what contribution can be made regarding value management</p> <p>4 (16) = The Method Statement responds to the Scope of work, highlight the issues of importance, explain the technical approach that will be adopted during the water use license application process</p> <p>Plan, indicating the Quality Interventions required to produce high-quality reports.</p> <p>Indicates how risks will be managed and what contribution can be made regarding value management.</p> <p>5 (20) = The Method Statement responds to the Scope of work, highlight the issues of importance, explain the technical approach that will be adopted during the water use license application process</p> <p>Plan, indicating the Quality Interventions required to produce high-quality reports.</p> <p>Indicates how risks will be managed and what contribution can be made regarding value management</p>
Program/schedule must outline the timelines of this project. The work should be finalized within the gazetted timeframe (90 days).	20	<p>0 (0) = Bidder has submitted no program/schedule or indicate the timeframe of work to be finalized</p> <p>1 (4) = The work will be done in >180 days</p> <p>2 (8) = The work will be done in >150 days ≤ 180 days</p> <p>3 (12) = The work will be done in >120 days ≤ 150 days</p> <p>4 (16)= The work will be done in >90 days ≤ 120</p>

Technical Evaluation		
Technical Evaluation Criteria	Weighting Points	Scoring guideline:(0 to 5)
		days 5 (20) = The work will be done in ≤ 90 days
daysTotal Weighting:	100%	
Minimum qualifying score required:	80%	

Respondent's Signature_____
Date & Company Stamp

ANNEXURE B**PART C3: SCOPE**

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Scope</i>	15
	Total number of pages	15

C3.1 Scope

1. Employer's objectives

- 1.1 The *Employer's* objective is to enter into Professional Service Contract (PSC) with the service provider (hereafter referred as *Service provider*) to facilitate the Water Use License Application (WULA).

2. Introduction and background

There are sixteen class 38 000 locomotives allocated to Ogies. They are used to haul coal between mines, power stations and shunting yards on a twenty four hour, seven day basis. Each locomotive is sent to Witbank once per week to be fuelled. The sand boxes are filled the locomotive s receive a full inspection by the Witbank staff before it is sent back to Ogies for service. The haulage time from Ogies to Witbank and back is 3 hours. By providing a combined sanding, refuelling, A/B examination facility in Ogies the lost traveling time of the 38 000 Diesel Locomotive to Witbank will be reduced , any minor faults that occur on the 38 000 class locomotive also have to be referred to the Witbank depot for attention. An alternative operation is that maintenance staff often must travel from Sentrarand to Ogies to perform fault repairs on locomotives resulting in work delays at Sentrarand depot.



Fig. 1: Stagnant water on site



Fig. 2: Channelled Valley Bottom Wetland



3. Detailed construction scope of work is as follows:

The main construction activities include but not limited to the following: -

- Track work
- Locomotive preparation workshop
- Workshop Annex
- Centralised bulk storage
- External works

The project consists of a valid EA and is attached to this scope of works as an annexure A as well as a wetland delineation report, hydrogeological report, geotechnical report, and a stormwater management report.

4. Description of the services

The *Service provider* will be required to make an enquiry with the Department of Water and Sanitation (DWS) through the eWULAAS portal. The *Service provider* is expected to prepare the Risk Assessment Matrix by a professionally registered scientist with SACNASP, compile a Rehabilitation plan for the wetland, undertake the public participation process, and any other requirements which may be requested by DWS.

4.1 Scope of services

The Department of Water and Sanitation (DWS), the custodian of the water resources of South Africa, has implemented a policy and strategy for the management of all water uses in

South Africa. In accordance with the National Water Act (NWA) Section 21 of the NWA defines various water use categories that require authorisation and licencing by DWS. The *Service provider* is required to undertake the WULA process and related specialist studies (Wetland Delineation and Geohydrological Assessment) for the proposed Diesel Refuelling Facility. The *Service provider* shall undertake the following activities but not necessarily be limited to:

- Review and understand existing project data and information which will be provided by TFR.
- Identify project information gaps relating to the water use, specialists' assessments reports, and list information requirements.



- Refine the Specialists' studies to existing site conditions and impacts and supplement the existing recommendations and mitigation measures.
- Apply for a Water Use License in terms of Section 21 (c), (i) and (j), the *Service provider* shall confirm if there are any other water use activities to be applied for in order to be included in the risk assessment matrix, environmental monitoring and rehabilitation strategies of the management plan.
- Consider the project activities and the potential risk of the infrastructure on the water resources within the site.
- Prepare and submit the application for a Water-use License/General Authorisation, together with all the prescribed documents to the Department of Water and Sanitation (DWS).
- Liaise with DWS throughout the process and address all the concerns raised by the DWS as well as Interested and Affected parties of behalf of the applicant.
- Undertake the Public Participation Process.
- Duly follow all processes required in the application of the license until WUL is granted by DWS

The deliverables include, but not limited to –

- Minutes of all relevant project meetings, workshops and discussions.
- Master Layout Plan clearly indicating the delineated sensitive areas (wetlands within a 500m radius, floodlines, riparian areas, etc.), flow direction in relation to the proposed development and the proposed / existing water uses).
- Risk Assessment Matrix.
- All written correspondence with Authorities.
- Completed Water-use Licence application form and supporting documentation on eWULAAS.
- Water Use Licence.



4.1.1 Technical Competency

The *Service provider* is required to submit the Organogram with each team members role and the CVs of their relevant personnel proposed for the contract. A proof of competency (certificate in Environmental related field or equivalent with NQF level 7). The onus is on the *Service provider's* to provide proof of relevant NQF level for those qualifications obtained outside of South Africa as per SAQA and regulated in terms of the National Qualifications Framework Act 67 of 2008.) and copies of certified, valid certification/registrations.

The minimum CVs of key people that will be evaluated shall not be limited to the following fields: Environmental Assessment Practitioner (EAP) to oversee and facilitate the WUL application process as determined by DWS. The *Service provider* is expected to appoint the necessary Specialists with Wetland, and Estuarine Ecological background; and the Geohydrological Specialist with water background registered with SACNASP (Professional Registration) to undertake relevant studies which will form part of the WULA application process. Certificates of professional registrations and academic qualifications must be submitted for review. The *Service provider* must ensure that the appointed Specialists comply with Section 32 of the National Environmental Management Act, Act 107 of 1998. Moreover, the company's Environmental Policy must form part of submission. The *Service provider* is required to supply a sufficiently detailed traceable reference list of at least 5 projects for which the WUL was successfully obtained. The selected 5 projects must have been conducted within the past 10 (ten) years.

5. Abbreviations

The following abbreviations are used in this Scope of services:

DoA	Delegation of Authority
DWS	Department of Water and Sanitation
EAP	Environmental Assessment Practitioner
ECC	Engineering Construction Contract
GA	General Authorisation
NEC	New Engineering Contract
NEMA	National Environmental Management Act, Act 107 of 1998
NEMBA	National Environmental Management: Biodiversity Act 10 of 2004
NWA	National Water Act 36 of 1998
NQF	National Qualifications Framework
PES	Project Environmental Specifications
PDFP	Port Development Framework Plan
SAQA	South African Qualifications Authority
TFR	Transnet Freight Rail
WULA	Water Use Licence Application

6. Management and start up

6.1 Documentation control

The *Service provider* shall submit all documentation complying to the Employer's standards and requirements through the document control procedure. The Service provider shall use their own suitable document control system for tracking, maintenance, and handling of all documentation i.e, invoices, reports, and drawings issued to them. The Service provider shall be issued to either Employer's or Employer's Agent under over of the Service provider's transmittal note indicating all Contract details/references i.e., contract no, revision number and the chronological listing of transmitted documentation through Employer's document control. The *Service provider's* data formats submitted is dependent on the project/Contract procedures and content and shall be specified by the Employer's Agent, upon the notified request of the Service provider i.e.:

- Both Adobe Acrobat and native files
- Only a native file
- Only a hard copy,
- Only a .shp file etc.

The *Service provider* shall deliver both hard copies and electronic media copies to the Employer's address stated within the Contract Data. The documentation to be submitted for review shall be submitted on or before the dates specified on the documentation register cover of the Service provider's Transmittal Note, and the Transmittal Note must state the purpose of the submission. Every documentation submission of different purposes must be sent on separate transmittals. The Service provider shall note that documentation will be rejected if this requirement is not met. Acceptance of documentation by the Employer's will in no way relieve the Service provider of his responsibility for the correctness of information, or conformance with his obligation to provide the Services.

This obligation rests solely with the Service provider. After review, a copy of the original reviewed/marked-up drawing/document, with the Employer's consolidated comments and document status marked on the Service provider review label, is scanned and the hard copy shall be returned to the Service provider under Employer's transmittal note for revision or re-submittal as instructed.

The code resulting from the review is as follows, i.e.: -



- Code C1 – “Proceed, No Exception Taken”
- Code C2 – “Proceed, with Exceptions as Noted, Revise and Resubmit”
- Code C3 – “Do Not Proceed, Revise as Noted and Resubmit”
- Code C4 – “Information Only – Accepted as Submitted”
- Code C5 (FN) – “Certified Final – No Further Submittal Required”
- Code C6 (AB) – “Certified As-Built – No Further Submittal Required”

The *Service provider* shall ensure a robust document control system is developed at the commencement of this task. All the correspondence with the authorities, Stakeholders queries, monthly progress meeting reports, the claims invoices, schedules, and contractual documents etc are hyperlinked and well organised in a spreadsheet and/or a user-friendly format for easy retrieval. All instructions and decisions must be followed up in writing.

The *Service provider* shall allow the Employer’s ten (10) working days to review and respond to the Service provider’s submission of their documentation, i.e., from time of receipt to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Employer* with prior notification in writing by the *Service provider*. Queries regarding comments should be addressed with the *Employer* prior to re-submittal.

All revised data shall be submitted by the *Service provider* in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In case of drawings, Layout, Maps and Diagrams every sheet must have its own revision number and is revised as a single document. In case of documents for all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

6.2 Health & Safety Requirements

The *Service provider* as well as all appointed Specialists shall comply with the Occupational Health and Safety Act, no. 85 of 1993 and Applicable Regulations. Compliance with applicable Health and Safety Requirements shall be entirely at the Service provider’s cost. All cost that are not explicitly stated shall be deemed to have been allowed for in the rates and prices.

The Service provider, his employees as well as any other sub-service providers or Specialists appointed shall have valid medicals (where relevant) and safety inductions when accessing or



working in construction areas. Proof of these induction records shall be submitted to the *Employer* for perusal.

All personnel working on site should have attended the health and safety induction course and be in possession of an access permit obtained from TFR. The inductions will be conducted at a time and location arranged by TFR.

The following personal protective equipment dependant on tasks to be performed shall be worn to minimise the risks and health hazards at the site whilst providing the Services shall include but not limited:

- Hard Hats
- Safety Glasses/Goggles
- Safety Boots
- Reflective vest

The *Service provider* shall liaise with the *Employer's Agent* and the *Employer's* Safety representative(s) upon contract award for more Health and Safety requirements related to water based (marine) and land-based services (assessments).

The *Service provider* shall, comply amongst others, within the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Service provider* shall produce proof of his/her registration and good standing with the Compensation Commissioner in terms of the Act and submit with his/her tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act, and its regulations.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) Any specific site, environmental and operational conditions.
- (v) For the duration of the contract a monthly report will be submitted of all incidents and accidents to be reported.

6.3 Environmental constraints and management

The *Service provider* must conduct his functions in accordance with the principles of the National Environmental Management Act, 1998 (Act No. 107 of 1998) but not limited to other applicable regulations as well as acceptable environmental good practices. In addition, the *Contractor* is expected to comply with all applicable Municipal bylaws for the respective areas assigned to.



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The *Service provider* shall at all times, comply with all relevant statutes relating to various aspects of Environmental Management and Sustainability and refrain from improper, unlawful and/or negligent unprofessional behaviour while rendering natural scientific services. These statutes are enacted in the following legislation as well as associated regulations and shall provide the minimum acceptable standards that shall be adhered to:

- The National Environmental Management Act, Act 107/1998
- National Environmental Management: Biodiversity Act 10 of 2004
- National Environmental Management: Protected Areas Act 57 of 2003
- Conservation of Agricultural Resources Act 43 of 1983
- National Environmental Management: Waste Management Act 59 of 2008
- National Environmental Management: Air Quality Act 37 of 2005
- National Environmental Management: Integrated Coastal Management Act 24 of 2008
- The National Water Act, Act 36 of 1998
- The National Forest Act 84 of 1998
- National Heritage Resources Act 25 of 1999
- National Energy Act 34 of 2008 and
- Emalahleni local Municipality Municipal bylaws

As part of the contract the *Service provider* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Service provider* was negligent and caused any form of pollution the damage shall be rectified at the *Service provider's* cost.

6.4 Quality Assurance requirements

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

6.5 *Service provider's management, supervision, and key people*

The *Service provider* shall provide an organogram showing his/her key people and their roles on project, lines of communication, and the CV's showing relevant years of experience to the natural scientific services rendered. The *Service provider* shall not misrepresent or allow the misrepresentation of their own or their associates academic or professional qualifications or exaggerate their own extent of responsibility for any natural scientific services rendered.

6.6 Insurance provided by the *Employer*

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

6.7 Contract Change management

The *Service provider* shall forward all correspondence with respect to contract change management, i.e. early warnings and notifications of compensation events, on the standard templates to be provided by the *Employer*. Records of Time Charge, Payments & Assessments of Compensation Events to be kept by the Service provider.

The Service provider shall keep the following records available for the Employer's Agent to inspect:

- Records of Subservice providers appointed by the Service provider
- Records of people and equipment within the working areas
- Records of equipment used, and people employed outside the Working Areas
- Records of quotations, invoices and pay slips

6.8 Procurement

6.8.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM).
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive, and cost effective.



- The Public Finance Management Act, Act 1 of 1999 (PFMA).
- The National Anti-Corruption Strategy.
-

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

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

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

6.8.2.1 Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner. Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers. Employees must not accept or request money or anything of value, directly or indirectly, to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity.
- Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- Gain an improper advantage.

There may be times when a *service provider* is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our *service providers* to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

6.8.2.2 Transnet is firmly committed to the ideas of free and competitive enterprise.

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

6.8.2.3 Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits. Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the

actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion,
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.),
- Corrupt activities listed above, and
- Harassment, intimidation or other aggressive actions towards Transnet employees.

Service providers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted, and the *Service provider* is expected to participate in an honest and straight forward manner. *Service providers* must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

6.8.3 Subcontracting

6.8.3.1 Preferred sub-service providers.

The *Service provider* shall not appoint or bring sub-service providers onto site without the prior approval of the *Employer's Agent*, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the *Service provider*. The *Service provider* will be required to appoint Specialists (where such Specialist services are not available in-house) to undertake activities as specified in the description of services.

6.8.3.2 Sub-service provider documentation, and assessment of sub-service provider tenders

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

6.8.4 Attendance on sub-service providers

The *Service provider* shall ensure that the quality assurance requirements placed on him under this Contract are transferred to any sub-service providers.

6.8.5 Management structures



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

6.9 Ownership of Data, Designs and Documents

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

6.10 Plant and Materials

No plant or materials are provided as "free issue" by the *Employer*.

7. Information to be provided by the *Employer*

TFR will through doc control provide to the *Service provider* all relevant project reports, engineering drawings and reports as well as existing environmental information required to provide the services outlined above.

8. Facilities and equipment to be provided by the *Employer*

There will be no facilities or equipment that will be provided by the *Employer*. The *Service provider* shall provide the calibration and testing certificate(s) showing that the equipment is in good conditions to undertake services.

9. Invoices

All invoices submitted by the *Service provider* shall be VAT invoices, which invoices shall be accompanied by a daily activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered, the task order number and a full breakdown of expenses to which receipts relate. The invoice must correspond to the *Employer's Agent* assessment of the amount due to the *Service provider* as stated in the payment certificate. Invoices must be submitted by the last working day of the month stating the following:

- Invoice addressed to Transnet Limited,
- Transnet Limited's VAT No: 4720103177,
- Invoice number,
- Registered name of the Service provider,
- Address (Physical and Postal) of the Service provider,



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- The Service provider's VAT Number, and
- The Contract Number.

The invoice is presented via email by the 16th day of the assessment month. Statements must accompany invoices. Invoices submitted by post are addressed to:

Ayanda.hobyane@transnet.net

For the attention of the *Employer's Agent*: Ayanda Hobyane

The *Employer* deducts any amount owed by the *Service provider* to the Employer from any amount payable by the *Employer* to the *Service provider*. All payments are provisional and subject to audit. The *Service provider* preserves his records for such a period as legislation requires, but in any event not less than five (5) years. All the invoices will be directed to Employer's representative determined in terms of DoA appointment.

Appendices

Annexure A: Site Layout

Annexure B: Part C2 Pricing Data

Signatories:

Compiled By:

Signature

Name: Ayanda Hobyane

Designation: TRIM Environmental Specialist

Date

Approved By:

Signature

Name: Edzisani Siphugu

Designation: TRIM Environment Specialist

Date

Accepted By:

Signature

Name: Samuel Motele

Designation: TRIM Project Manager

Date