

Transnet Port Terminalan Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS AT TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

RFQ NUMBER	: 11484932 TPT/2025/10/0013/109257/RFQ
ISSUE DATE	: 23 OCTOBER 2025
COMPULSORY BRIEFING	: 31 OCTOBER 2025
BRIEFING TIME:	: 10:00AM
CLOSING DATE	: 10 NOVEMBER 2025
CLOSING TIME	: 12h00PM
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number	Heading
--------	---------

The Tender

Part T1: Tendering Procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data

Part T2: Returnable Documents

T2.1	List of Returnable Document
T2.2	Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Parts 1 & 2)
C1.3	Form of Securities

Part C2: Pricing Data

C2.1	Pricing Instructions
C2.2	Bill of Quantities

Part C3: Scope of Work

C3.1	Works Information
------	-------------------

Part C4: Site Information

C4.1	Site Information
------	------------------



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at AUDITORIUM PIER 2 on the 31 OCTOBER 2025 at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. (Contact Silindile Mpungose to access the port on 031 361 6607 (Silindile.mpungose@transnet.net) no later than 24hr prior to the site meeting to make necessary arrangement) The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, 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.
--	---



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

	Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	12:00pm on (10/11/2025) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

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



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/Rfq

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-15], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number..... (Tender Data)

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

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see www.cidb.org.za).

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

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

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



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

		C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Luyanda Gwala
	Address:	Transnet Port Terminal Pier 2
	Tel No.	031 361 8789
	E – mail	Luyanda.gwala@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7 (Contact Silindile Mpungose to access the port on 031 361 6607 (Silindile.mpungose@transnet.net) no later than 24hr prior to the site meeting to make necessary arrangement)	
	2. Stage Two - Eligibility in terms of the Construction Industry Development Board: a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 3SF or higher class of construction work, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a	

Contractor grading designation determined in accordance with the sum tendered for a **3SF or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
The tenderer shall provide a certified copy of its signed joint venture agreement

3. Stage Three - Eligibility in terms of SANS 1475 Certificate/Permit

Tenderers are to indicate their registration of COIDA relating to general building, Civil or Construction with the department of labour by filling the table below. Attach a Valid copy of the certificate from Department Of Labour Compensation For Occupational Injuries And Disease Act based on general building, civil or construction.

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

4. Stage Four - Functionality: Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **80 points**.

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

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:
C2.15.1

TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: 11484932
- The Tender Description For The Provision Of Fire Equipment Maintenance And Repair For DCT Pier 2 For A Period Of 12 Months Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

Documents must be marked for the attention of:

Employer's Agent: Luyanda Gwala

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:

Time: **12:00pm** on the **10 November 2025**.

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **80**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2- 04 Project Management & CVs of Key persons: such as inter alia; Project / Contracts Manager, Construction Manager, H&S Manager, Quality Officer	The Tenderer must Demonstrate that appropriately qualified personnel will be assigned to the perform fire equipment maintenance / installation and repairs by submitting the following Employees Valid SAQCC Registration proof and CV of the three mentioned employees (as per subsection number 3 of this technical evaluation) that has been confirmed to be SAQCC Registered Fire Equipment. The technician must have minimum of three (3) years of relevant experience in fire equipment servicing and maintenance. The CV must clearly reflect the experience and indicate that the employee is currently employed by the bidder Number of employees must not be less than three employees	Submitted three employees valid SAQCC copies of registration and all three employee CV with three relevant experience = 100 Points Submitted two employees valid SAQCC copies of registration and two employee CV with three relevant experience = 60 Points Submitted one employees valid SAQCC copies of registration and one employee CV with three relevant experience = 30 Points No valid SAQCC copies submitted and no CV submitted=0 Point	60
T2.2-05 Previous Experience	The Tenderer must demonstrate experience in the servicing and/or installation of four of the following fire protection systems namely: • Sprinkler systems • Foam systems • Alarm and detection systems • CO₂ fire suppression systems By submitting a minimum of three (3) reference letters as proof of such experience. Each reference letter must: Confirm the system that was services by the bidder within the last five (5) years. Clearly stipulating the date, month and the year when the service was rendered and be issued on the client's official letterhead or client's formal document, with clients contact details and be duly signed by the client. Note: Each reference letter will be counted as one (1) regardless of the number of fire protection systems mentioned therein•	Submitted four references letters indicating experience in four of the fire protection system = 100 Points Submitted three reference letters indicating experience in three or all the fire protection system = 80 Points Submitted two reference letters indicating experience in at least three or all the fire protection system = 40 Points Submitted one reference letters indicating experience in at least three or all the fire protection system or irrelevant reference letters = 20 Points	40

TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

	Must be dated and signed by the client • Must clearly confirm that the work was successfully completed • Work must have been carried out within the last three (3) years	No reference letters indicating experience and no the fire protection system or irrelevant reference letters provided=0 Point	
Maximum possible score for Functionality			100

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-04 Management & CVs of Key Persons
- T2.2-05 Previous Experience

Each evaluation criteria will be assessed in terms of scores of 0, 30, 60, or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)).

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Valid SANS 1475 permit

2.1.2 Stage Four as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-04 **Evaluation Schedule:** Management & CVs of key personnel
- T2.2-05 **Evaluation Schedule:** Previous Experience

2.1.3 Returnable Schedules:

General:

- T2.2-06 Authority to submit tender
- T2.2-07 Record of addenda to tender documents
- T2.2-08 Letter of Good Standing
- T2.2-09 Risk Elements

Agreement and Commitment by Tenderer:

- T2.2-10 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-11 Non-Disclosure Agreement
- T2.2-12 RFP Declaration Form
- T2.2-13 RFP – Breach of Law
- T2.2-14 Certificate of Acquaintance with Tender Document
- T2.2-15 Service Provider Integrity Pact
- T2.2-16 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-17 Insurance provided by the Contractor
- T2.2.18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C3 Works Information

2.7 C4 Site Information

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Compulsory Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

**For and on Behalf of the
Employers Agent.**

Date

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3SF or higher** class of electrical work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB.
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3SF or higher** class of electrical work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement.
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-03: Eligibility Criteria Schedule – SANS 1475 Permit/Certificate

Note to tenderers:

1. Tenderers are to indicate their valid SANS 1475 permit certificate by filling the table below. **Attach a Valid copy of the certificate Of SANS 1475**

Name	Registration number	Certificate Name	Validity Period

2. Only those tenderers who have provided valid SANS 1475 certificate/permit prior to the evaluation of submissions, are eligible to have their tenders evaluated. Certificate provided will be verified.

T2.2-04: Evaluation Schedule - CV's And Certificate of Key Personnel

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience - Demonstrate that appropriately qualified and experienced personnel will be assigned to the project for maintenance of the fire equipment and repairs as per the scope of work
2. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. SAQCC Registration proof and CV of the three mentioned employees
3. Comprehensive 3 CV's with a minimum of three years' experience should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- iii. Name of current employer and position in enterprise
- iv. Overview of post graduate experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the Scope of Works

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)	Certificate Attached (Yes/No)
1				
2				
3				

The scoring of the CV's of Key Persons will be as follows:

CORE

1) The Tenderer must Demonstrate that appropriately qualified personnel will be assigned to the perform fire equipment maintenance / installation and repairs by submitting the following Employees copy of a Valid SAQCC certificate proof and CV of the three mentioned employees (as per subsection number 3 of this technical evaluation) that has been confirmed to be SAQCC Registered Fire Equipment. The technician must have minimum of three (3) years of relevant experience in fire equipment servicing and maintenance. The CV must clearly reflect the experience and indicate that the employee is currently employed by the bidder

Number of employees must not be less than three employees

- CV with 3 years' experience or more
- Copy Valid SAQCC certificate/permit

Formula

$$\text{Points} = \frac{\text{Score}}{100} \times \text{Weight}$$

Score	Weight= 60
Score 0	No valid SAQCC copies submitted and no CV submitted=0 Point
Score 30	Submitted one employees valid SAQCC copies of registration and one employee CV with three relevant experience= 30 Points
Score 60	Submitted two employees valid SAQCC copies of registration and two employee CV with three relevant experience = 60 Points
Score 100	Submitted three employees valid SAQCC copies of registration and all three employee CV with three relevant experience = 100 Points

Index of documentation attached to this schedule:

.....

.....

.....

.....

T2.2-05 : Evaluation Schedule: Previous Experience

Note to tenderers:

The Tenderer must demonstrate experience in the servicing and/or installation of four of the following fire protection systems namely:

- Sprinkler systems
- Foam systems
- Alarm and detection systems
- CO₂ fire suppression systems

By submitting a minimum of three (3) reference letters as proof of such experience. Each reference letter must: Confirm the system that was services by the bidder within the last five (5) years. Clearly stipulating the date, month and the year when the service was rendered and be issued on the client's official letterhead or client's formal document, with clients contact details and be duly signed by the client.

Note: Each reference letter will be counted as one (1) regardless of the number of fire protection systems mentioned therein

Reference letter must be in a form of:

- Must be in a client's official letterhead
- Must be dated and signed by the client
- Must clearly confirm that the work was successfully completed
- Work must have been carried out within the last three (3) years
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Core	
1. The Tenderer must demonstrate experience in the servicing and/or installation of four of the following fire protection systems namely: • Sprinkler systems • Foam systems • Alarm and detection systems • CO₂ fire suppression systems 2. Requirement Reference letter must be in a form of: • Must be in a client's official letterhead • Must be dated and signed by the client • Must clearly confirm that the work was successfully completed • Work must have been carried out within the last three (3) years • Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)	
Formula	
$\text{Points} = \frac{\text{Score}}{100} \times \text{Weight}$	
Score	Weight=40
0	No reference letters indicating experience and no the fire protection system or irrelevant reference letters provided=0 Point
20	Submitted one reference letters indicating experience in at least three or all the fire protection system or irrelevant reference letters = 20 Points
40	Submitted two reference letters indicating experience in at least three or all the fire protection system = 40 Points
80	Submitted three reference letters indicating experience in three or all the fire protection system = 80 Points
100	Submitted four references letters indicating experience in four of the fire protection system = 100 Points

T2.2-06: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the
business trading as _____.

Signed

Date

Name

Position

Sole Proprietor

T2.2-07: Record of Addenda to Tender Documents

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

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

T2.2-08 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

Part T2: Returnable Schedules

T2.2-09: Risk Elements

TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").



T2.2-10: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1
PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	
Level 1 or 2 =10	20
+50% Black Youth Owned Entities=10	
Total points for Price and B-BBEE must not exceed	100

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

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

manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

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

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

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

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

EME¹	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 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

T2.2-11 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

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

Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

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

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-12: RFQ DECLARATION FORM

NAME OF COMPANY:

We _____ do hereby
certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-14 "Service Provider Integrity Pact".

For and on behalf of

..... duly authorised thereto
Name:
Signature:
Date:

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-13: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-14 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]

-
- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-15 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering

process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

-
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

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

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

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

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

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

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

-
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

-
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

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

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- Private gain or advancement; or
 - The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

-
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

Signature

Date

T2.2-16: Supplier Code of Conduct

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

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

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

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

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

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

2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.*

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

3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.*

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at

Signature

T2.2-17: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

T2.2-18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.



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

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

YES	
-----	--

NO	
----	--



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

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

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Name of Company: _____

(Operator)

Authorised signatory for and on behalf of _____ who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

C1.1: Form of Offer & Acceptance Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Title of the Contract

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminal
10.1	The <i>Project Manager</i> is: (Name)	Hopewell Mthethwa
	Address	Transnet Port Terminal Pier 2
	Tel	031 361 6607
	e-mail	Hopewell.mthethwa@transnet.net

10.1	The <i>Supervisor</i> is: (Name)	Silindile.mpungose
	Address	Transnet Port Terminal Pier 2
	Tel No.	031 361 6607
	e-mail	Silindile.mpungose@transnet.net
11.2(13)	The works are	FOR THE PROVISION OF REMOVAL OF CARPET TILE FLOORING AND INSTALLATION OF TILE FLOORING AT ADMIN OFFICES, INSTALLATION OF NEW AUTOMATIC DOOR AT ADMIN BUILDING ENTRANCE AND INSTALLATION OF NEW HINGE DOOR AT ADMIN BUILDING FIRST FLOOR FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").
11.2(14)	The following matters will be included in the Risk Register	Transnet Port Terminal-Pier 2
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBC
30.1	The <i>access dates</i> are	Part of the Site Date <i>N/A</i>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	TBC
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.

35.1	The <i>Employer</i> is not willing to take N.A over the <i>works</i> before the Completion Date.
4	Testing and Defects
42.2	The <i>defects date</i> is 52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is 2 weeks
5	Payment
50.1	The <i>assessment interval</i> is 25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is South African Rand.
51.2	The period within which payments are made is Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is the prime lending rate of Standard Bank of South Africa.
6	Compensation events
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are, the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements: The place where weather is to be recorded (on the Site) is: Transnet Port Terminal

The *weather data* are the records
of past *weather measurements*
for each calendar month which
were recorded at:

and which are available from: **South African Weather Service 012 367 6023**
or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Rainy season /inclement weather may impact the project timelines.
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability

3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

- 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is
- The *Contractor* provides these additional Insurances
- The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**

- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
 - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**
 - 5 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**
-

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is **South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X2 Changes in the law No additional data is required for this Option

X7 Delay damages

X7.1 Delay damages for Completion of the whole of the *works* are

R 5000.00 per day not exceeding 10% of the contractual value per day

Z Additional conditions of contract are:

**Z3 Additional clauses relating to
Joint Venture**

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**

iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**

• **Financial requirements for the Joint Venture:**

iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**

v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z3.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- **commenced business rescue proceedings (R22)**
- **repudiated this Contract (R23)**

Z4.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z4.3

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z5 Right Reserved by the Employer to Conduct Vetting through SSA

Z5.1

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

- 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.**
- 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.**
- 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**

**Z6 Additional Clause Relating to
Collusion in the Construction
Industry**

Z6.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

**Z7 Protection of Personal
Information Act**

Z7.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

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

Option X13: Performance bond

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

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

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

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



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No.

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

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

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

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

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
 (say) _____
 R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The <i>bill of quantities</i>	

C2.1 Pricing instructions: Option B

1. The conditions of contract

1.1. How the contract prices work and assess it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC) Option B states:

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of - the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and - a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract, and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring.

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities-based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of

disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only

¹ Provisional Sums should not be used unless unavoidable. Rather include specifications and associated bill items for the most likely scope of work and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

sum	Lump sum
t	ton (1000kg)
W/day	Workday

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.3.1.

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

2.4.1.

C2.2 the *bill of quantities*

1. Services Required

Item No.	Description	Unit	Qty	Rate/Price per item	Total Amount
Suppression and detection system (Servicing and monthly inspection)					
1	FM200 Cylinders	EA	36 kg x 8		
2		EA	53.9 kg x3		
3		EA	57 kg. 2		
4	CO ₂ Cylinders	EA	12 × 45 kg		
5	Panels (Oryx/Ziton)	EA	29 panels		
6	Zone Capacity	EA	125 zones		
7	4.5 kg DCP Extinguishers	EA	112		
8	Building Fire Equipment (Servicing and monthly inspection)				
9	Fire extinguisher	EA	7 x 2kg CO ₂		
11	Fire extinguisher	EA	96 x4.5 kg DCP		
12	Fire extinguisher	EA	121 x 5KG CO ₂		
13	Fire extinguisher	EA	154 x 9kg DCP		
14	Booster	EA	5		
15	Hose REEL	EA	117		
16	HYDRANT	EA	42		

17	LAY FLAT	EA	12		
Haulers (Servicing and monthly inspection)					
18	Fire extinguisher	EA	126 x 4,5kg		
19	Fire extinguisher	EA	3 x 9kg		
Substation (Servicing and monthly inspection)					
20	Fire extinguisher	EA	24 x 5KG CO2		
21	LAY FLAT	EA	2		
STS (Cranes) equipment (Servicing and monthly inspection)					
22	Fire extinguisher	EA	17 x 2kg CO2		
23	Fire extinguisher	EA	31 x 4,5kg DCP		
24	Fire extinguisher	EA	30 x 5kg CO2		
Straddle Carries (Equipment)					
25	Fire extinguisher	EA	177 x 2,5 Kg CO2		
26	Fire extinguisher	EA	104 X 4.5 kg		
ARLAM AND DETECTORS REPAIRS (Including labour and spares)					
27	DCT Reefer SUBSTATION	EA	Replace 1 outdated gas panel (cannot signal GCU) 2 x 45 kg CO ₂ cylinders due for hydro test 1 x cylinder actuator discharged 1 x 45 kg CO ₂ spare cylinder incorrect type 1 x 45 kg CO ₂ cylinder missing Condemned/non-compliant pipework and cables Replace 7 x ionization smoke detectors Recommend new system design		
28	East Electrical substation	EA	Panel damaged motherboard possible power surge, therefore, needs to be replaced 2 x FM200 cylinders to be assessed, tested including actuators and accessories inspection and service New Weatherproof cabinet required for the panel		
29	North Electrical substation	EA	Panel damaged motherboard possible power surge, therefore, needs to be replaced		

			2 x FM200 cylinders to be assessed, tested including actuators and accessories inspection and service New Weatherproof cabinet required for the panel		
30	South Electrical substation	EA	Panel damaged motherboard possible power surge, therefore, needs to be replaced 2 x FM200 cylinders to be assessed, tested including actuators and accessories inspection and service New Weatherproof cabinet required for the panels		
31	Road/Rail Substation	EA	1 x 4 zone panel motherboard is damaged (Panel installed outside on unsheltered housing exposed to rain and humidity) Install dedicated power isolator to the panel Pipework and cables condemned not the required fire-resistant standard and no compliant to installation rules Entire system needs to be re-designed to an upgraded system that complies with the current building occupancy standards.		
32	Rail Building Staff facility	EA	1 x 4 Zone panel ziton zp1(Recommended system upgrade), no smoke detection coverage on this system 2 x batteries to replace 1 x power Isolator required Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules		
33	Beth 204 Staff facility	EA	1 x 4 zone panel Panel motherboard is damaged (Panel installed outside on unsheltered housing exposed to rain and humidity) No dedicated power isolator to the panel Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules Entire system needs to be re-designed to an upgraded system that complies with the current building occupancy standards.		

	Admin canteen block	EA	1 x 4 Zone panel ziton zp1(Recommended system upgrade), no smoke detection coverage on this system 2 x batteries to replace 1 x power Isolator required Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules		
34	Building 31 Park Homes (Male & Female change rooms)	EA	Zyteq panel 1 loop x is not operational The overall system is no longer available locally, this includes fire panel, smoke detectors, MCPs, sounders and AC shutoff relays. The parts mentioned above are almost impossible to find and therefore it leaves us with no other option than to conclude that we replace the entire system with the system that is available on the local market.		
35	Main fuel bells (Diesel Tanks & Tank filling station)	EA	To Supply 1 x Foam system Deluge valve brass 65mm 24v operated solenoid To supply 2 x PSU2A-ABS 100 - 240 V AC to 24 V DC, 2A Regulated PSU, ABS enclosure, To supply & Install 4 x 12v 7.5Ah Batteries To supply & Install 1 x TEC083A-LI Linear Heat Cable Interface To supply & Install 1 X 4 TEC083A-ET Linear Heat Cable EOL & Test To Supply & Install 40 x Screw P-clamp, Ø6, M5, 304 Stainless To supply & Install 1 x DP-PSUEN5 EN54 24(27.6) VDC 5.0 Amp PSU To Supply & Install 2 x 17Ah batteries To Supply & Install 2 x AP-SAI-IO Soteria/XP95 Input/Output Unit To Supply & Install 2 x AP-PWD-SBWP TEC Weatherproof Multi-Tone Open-Area SS Beacon Red		

			To Supply & Install 2 x Apollo/Discovery technoswitch addressable (one inside foam room & one outside fire panel room) To Supply & Install 2 x Soteria/Techno 3-Channel DIN I/O Unit in Housing, Transparent Lid To supply 6 x Enclosure 360mm x 260mm x 170mm weatherproof and supply & replace rusted bosal pipework and fittings +/- 50meter 25mm bosal conduits To Supply Pyrosense 3 Extinguishant panel including batteries Replace 50meters Ph30 cable 1mm 2 core plus earth Replace 30meter Linear heat cable 58 degrees rated Supply & Install document box & logbook		
36	CVR Workshop Panel 03	EA	1 x zone ziton panel condemned, motherboard not booting up. Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules No power Isolator for the panel		
37	CVR Workshop Panel 02		1 x Oryx Panel 4 zone, panel needs waterproof cabinet No keys to unlock the buttons Pipework and cables condemned not the required fire-resistant standard and non-compliant to installation rules No power Isolator installed for the panel Recommend system to be upgraded to addressable system, drawings for the building are required for new fire detection system design.		
38	Cranes mechanical Workshop 1	EA	1 x Oryx Panel 4 zone, panel needs waterproof cabinet No keys to unlock the buttons Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules No power Isolator installed for the panel		

			Recommend system to be upgraded to addressable system, drawings for the building are required for new fire detection system design.		
39	Electrical workshop and upstairs offices	EA	1 x 4 Zone Oryx Fire panel, 1 cable Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules 2 x MCP to be replaced No keys to unlock buttons Recommend system to be upgraded to addressable system, drawings for the building are required for new fire detection system design. 1 x Oryx Panel 4 zone Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules 2 x MCP to replace No power Isolator installed for the panel No key to unlock the buttons Recommend system to be upgraded to addressable system, drawings for the building are required for new fire detection system design.		
40	Computer Room above Electrical workshop	EA	Gas Panel needs to be replaced not Booting up motherboard damaged, 1 x 36kg FM200 cylinder due for hydro test Fire panel has no dedicated power isolator 2 x ionisation smoke detectors need to be replaced		
41	Service report admin building (Fire Detection system for the entire building)	EA	1 x 57kg cylinder FM200 gas has been discharged, therefore needs to be recharged as well as hydro tested (Last date 10/2006). 4 x conventional smoke detectors to replace including bases The system has no document box & logbook; therefore, this needs to be supplied & installed System has no records of a room integrity testing, Room integrity testing needs to be done All Fire cables need to be replaced to new PH30 cable, now there is RF20 cable used System has no Gas suppression system warning signs; therefore, this needs to be installed User training to be conducted Panel batteries are out of charge; this needs to be replaced (2 x 12v 7ah)		

			Fire Panel does not have a dedicated power isolator, therefore electrician to supply & install a 20amp power isolator above the fire panel		
42	Service Report admin building (Gas suppression 5th floor)	EA	1 x 36kg cylinder FM200 is due for hydrostatic test (Last date 10/2006) 2. x conventional smoke detectors to replace including bases The system has no document box & logbook; therefore, this needs to be supplied & Installed System has no records of a room integrity testing, Room integrity testing needs to be done All Fire cables need to be replaced to new PH30 cable, now there is RF20 cable used Panel batteries need to be replaced (2 x 12v 7ah) System has no Gas suppression system warning signs; therefore, this needs to be installed System has no 1st Stage bell installed on first knock of the alarm, therefore this needs to be installed User training to be conducted Fire Panel does not have a dedicated power isolator, therefore electrician to supply & install a 20amp power isolator above the fire panel		
43	Service report admin building (Gas Suppression system 2nd floor Server Room)	EA	1 x 57kg cylinder FM200 gas has been discharged, therefore needs to be recharged as well as hydro tested (Last date 10/2006). 4 x conventional smoke detectors to replace including bases The system has no document box & logbook; therefore, this needs to be supplied & installed System has no records of a room integrity testing, Room integrity testing needs to be done		

			All Fire cables need to be replaced to new PH30 cable, now there is RF20 cable used System has no Gas suppression system warning signs; therefore, this needs to be installed User training to be conducted Panel batteries are out of charge; this needs to be replaced (2 x 12v 7ah) Fire Panel does not have a dedicated power isolator, therefore electrician to supply & install a 20amp power isolator above the fire panel		
44	Service Report Server Room straddle workshop Gas suppression system	EA	3 x 53.9kg cylinder FM200 is due for hydrostatic test (Last date 03/2013) The system has no document box & logbook; therefore, this needs to be supplied & Installed System has no records of a room integrity testing, Room integrity testing needs to be done on all 3 protected zones Panel batteries need to be replaced (2 x 12v 7ah), this is because there are no records of last installation date. System has no Gas suppression system warning signs; therefore, this needs to be installed System has no 1st Stage bell installed on first knock of the alarm, therefore this needs to be installed User training to be conducted Fire Panel does not have a dedicated power isolator, therefore electrician to supply & install a 20amp power isolator above the fire panel		
45	Service report admin building (Fire Detection system for the entire building)	EA	2 x Conventional Fire panels (8 zone & 16 Zone) both panels are condemned due to damaged motherboard on both of them. The overall system is condemned, due to several findings which includes - noncompliant cables, lack of sufficient smoke detectors, heat detectors & Sounder beacon fire as per building occupancy classification, presence of ionisation smoke detectors, non-compliant Manual call points.		

			A complete new fire detection system to be designed & installed from scratch and there are no usable parts to salvage from the old system. The drawings for the building are to be handed to fire consultants for a design of a new system.		
46	Service Report Car Park Building	EA	2 x Conventional Fire panels (4 zone) condemned due to damaged motherboard and compatible smoke detectors for it are no longer available in the market. The overall system is condemned, due to several findings which includes - noncompliant cables, no smoke/ heat detectors available on the building, Sounder beacon and MCPs has been discontinued as per building occupancy classification A complete new fire detection system to be designed & installed from scratch and there are no usable parts to salvage from the old system. The drawings for the building are to be handed to the fire consultant for a design of a new system.		
47	Service Report Park Home	EA	The 1 loop detection system has 4 smoke detectors that are faulty, 6 AC shutdown relays that are damaged (they no longer switch back to normal after fire condition coursing air conditioning system to remain tripped off). The overall system is no longer available locally, this includes fire panel, smoke detectors, MCPs, sounders and AC shutoff relays. The parts mentioned above are almost impossible to find and therefore it leaves us with no other option than to conclude that we replace the entire system with the system that is available on the local market. However, the cables are compliant and can still be used on the new system.		
48	Panel 1 Cranes Store 1	EA	zitone 4 zone Fire panel condemned damaged motherboard not booting up Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules No dedicated power Isolator Recommend system to be upgraded to addressable system, drawings for the building are		

			required for new design of new fire detection system design.		
49	Substation and 2 transformer rooms	EA	8 Zone Gas Panel condemned outdated (not compliant to current standards) 2 x gas suppression system CO² 1st system (Gas Extinguishing Panel) 1-cylinder 45kg missing Pilot cylinder missing including its discharge pipe Recommend new system design Smoke detectors condemned outdated ionization detectors Pipework and cables condemned non-compliant Recommend new system design 2nd system (Gas Extinguishing Panel) 2 x cylinders due for Hydro test 2008 Pilot cylinder condemned aluminium cylinder outdated Smoke detectors x 6 condemned outdated ionization detectors Pipework and cables condemned non-compliant Electrical Switch Room not covered by the suppression system		
50	The Provisional Sum (PS) The actual expenditure will be reconciled against the PS and only executed with prior written approval from Transnet Port Terminal Pir 2 Management	Prov sum	Provisional Sum (PS) – Fire Equipment Servicing is for, but not limited to, conducting mandatory pressure testing, refilling, and certification of all fire safety systems and associated supporting equipment, the provision of required consumables, use of equipment such as manlifts for elevated areas, and associated travel or mobilization costs necessary to complete the works in accordance with applicable fire safety regulations and standards		
TOTAL AMOUNT					

2. Items to be Supplied

Item No.	Description	Unit	Qty	Rate/Price per item	Total Amount
1.	30 x 4.5kg	Ea.			
2.	15x2.5kg				
3.	20 x Hydrant heads				
4.	20 x hose reel boxes				
5.	20x heavy duty clamps for 4.5 kg				
6.	20x heavy duty clamps for 2.5 kg				
7.	50 x fire equipment signages				
8.	15 x emergency exit (left)				
9.	15 x emergency exit (right)				
10.	5x fire hose flat lay				
11.	5x fire hose flat lay boxes				
TOTAL AMOUNT					

Total Price to be carried over to the Form of Offer & Acceptance
(Excl. VAT)

PART C3: SCOPE OF WORK

[illegible]

1. Background.

A qualified, registered (SAQCC, SANAS, ASIB and SANS 1475) service provider is required to inspect, Service, Test, Repair, Maintain and Install: Fire Fighting Equipment in the Pier 2 Terminal Buildings, Equipment and Moving Machinery, for a period of 12 months as part of statutory compliance

2. Scope of Work.

The successful tenderer will be required to provide labour, equipment, for fire equipment services at the Durban Port Terminal Pier 2 which will be divided into the following parts.

- a) Once off equipment servicing including recharging and pressure testing of equipment, seals and hose reels gate valves and hydrant heads.
- b) Servicing and Repairs for Detection and Arlam System including required material and spares
- c) Once Off Equipment Supply

The following employees with valid certificate for relevant trade will be expected to perform their duties of Fire detection, Portable fire horns, Gas suppression, Fire pump, Fire hydrants and portable fire equipment maintenance by servicing, Monthly inspections of fire extinguishers, testing, pressure testing, installations where needed

- d) The fire equipment technicians,
- e) Fitter for pipe work/water pump valves and

f) Electrician for cable installation.

2.1 Once off equipment servicing including recharging pressure testing of equipment, seals and hose reels gate valves and hydrant heads.

- Conduct full service, inspection, repairs and testing of all sprinkler systems including valves
- Provide reserve supply of sprinkler heads
- Submit foam for analysis and provide compliant certificate
- Inspect 4x fire blankets
- Provide stickers and labels for all serviced equipment and update labels accordingly
- Servicing farm system including valves / monitors and fire glass , bund wall and cleaning the bund wall drain , including weed removal inside and around the bund wall

Table 01: Once off equipment servicing

2.2 Servicing and Repairs for Detection and Arlam System including required material and spares

Hose Reel including replacement of valves and seals	115
Hydrant including replacement of damaged rubber seals and heads	42
Sub Station including gas	24 x5kg fire extinguisher

Suppression and detection system	29 Fire Panels in total 14 x Gas Suppression systems 36 kg x 8 53.9 kg x3 57 kg. 2 12 x 45 kg 29 panels 125 zones
Haulers	128 x4.5 kg fire extinguishers
Cranes	80 in total which is combination of 2,5 and 4,5 kg fire extinguisher
Straddle carriers	280 in total which is combination of 2,5 and 4,5 kg fire extinguisher

The service provider will be required to repair/replace the following defect for detection and alarm system

ARLAM AND DETECTORS	DCT Reefer SUBSTATION	1 x gas panel to replace (outdated and no longer able to send signals to GCU) 2 x cylinder 45kg co² due for Hydro test 1 x cylinder actuator discharged 1 x 45kg co2 spare cylinder pressure tested but its incorrect type for the system 1 x cylinder 45kg CO² missing - Pipework and cables condemned non-compliant, - Replace 7 x ionization Smoke detectors - Recommend new system design
ARLAM AND DETECTORS	East Electrical substation	- Panel damaged motherboard possible power surge, therefore, needs to be replaced 2 x FM200 cylinders to be assessed, tested including actuators and accessories inspection and service - New Weatherproof cabinet required for the panel

ARLAM AND DETECTORS	North Electrical substation	- Panel damaged motherboard possible power surge, therefore, needs to be replaced 2 x FM200 cylinders to be assessed, tested including actuators and accessories inspection and service - New Weatherproof cabinet required for the panel
ARLAM AND DETECTORS	South Electrical substation	- Panel damaged motherboard possible power surge, therefore, needs to be replaced 2 x FM200 cylinders to be assessed, tested including actuators and accessories inspection and service - New Weatherproof cabinet required for the panels
ARLAM AND DETECTORS	Road/Rail Substation	1 x 4 zone panel - Panel motherboard is damaged (Panel installed outside on unsheltered housing exposed to rain and humidity) - Install dedicated power isolator to the panel - Pipework and cables condemned not the required fire-resistant standard and no compliant to installation rules - Entire system needs to be re-designed to an upgraded system that complies with the current building occupancy standards.
ARLAM AND DETECTORS	Rail Building Staff facility	1 x 4 Zone panel ziton zp1(Recommended system upgrade), no smoke detection coverage on this system 2 x batteries to replace 1 x power Isolator required - Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules
ARLAM AND DETECTORS	Beth 204 Staff facility	1 x 4 zone panel - Panel motherboard is damaged (Panel installed outside on unsheltered housing exposed to rain and humidity) - No dedicated power isolator to the panel - Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules - Entire system needs to be re-designed to an upgraded system that complies with the current building occupancy standards.
ARLAM AND DETECTORS	Admin canteen block	1 x 4 Zone panel ziton zp1(Recommended system upgrade), no smoke detection coverage on this system 2 x batteries to replace 1 x power Isolator required - Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules

ARLAM AND DETECTORS	Building 31 Park Homes (Male & Female change rooms)	• Zyteq panel 1 loop x is not operational • The overall system is no longer available locally, this includes fire panel, smoke detectors, MCPs, sounders and AC shutoff relays. • The parts mentioned above are almost impossible to find and therefore it leaves us with no other option than to conclude that we replace the entire system with the system that is available on the local market.
ARLAM AND DETECTORS Main fuel bells	(Diesel Tanks & Tank filling station)	• To Supply 1 x Foam system Deluge valve brass • 65mm 24v operated solenoid • To supply 2 x PSU2A-ABS 100 - 240 V AC to 24 V • DC, 2A Regulated PSU, ABS enclosure, • To supply & Install 4 x 12v 7.5Ah Batteries • To supply & Install 1 x TEC083A-LI Linear Heat Cable Interface • To supply & Install 1 X 4 TEC083A-ET Linear Heat Cable EOL & Test • To Supply & Install 40 x Screw P-clamp, Ø6, M5, 304 Stainless • To supply & Install 1 x DP-PSUEN5 EN54 24(27.6) VDC 5.0 Amp PSU • To Supply & Install 2 x 17Ah batteries • To Supply & Install 2 x AP-SAI-IO Soteria/XP95 Input/Output Unit • To Supply & Install 2 x AP-PWD-SBWP TEC Weatherproof Multi-Tone Open-Area SS Beacon Red • To Supply & Install 2 x Apollo/Discovery technoswitch addressable (one inside foam room & one outside fire panel room) • To Supply & Install 2 x Soteria/Techno 3-Channel DIN I/O Unit in Housing, Transparent LidTo supply 6 x Enclosure 360mm x 260mm x 170mm weatherproof and supply & replace rusted bosal pipework and fittings +/-50meter • 25mm bosal conduits • To Supply Pyrosense 3 Extinguishant panel including batteries • Replace 50meters Ph30 cable 1mm 2 core plus earth • Replace 30meter Linear heat cable 58 degrees rated • Supply & Install document box & logbook
ARLAM AND DETECTORS	Civils Workshop Panel 03	• 1 x zone ziton panel condemned, motherboard not booting up. • Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules • No power Isolator for the panel
ARLAM AND DETECTORS	CVR Workshop Panel 02	• 1 x Oryx Panel 4 zone, panel needs waterproof cabinet • No keys to unlock the buttons • Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules • No power Isolator installed for the panel

		Recommend system to be upgraded to addressable system, drawings for the building are required for new fire detection system design.
ARLAM AND DETECTORS	Cranes mechanical Workshop 1	1 x 4 Zone Oryx Fire panel, 1 cable Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules 2 x MCP to be replaced - No keys to unlock buttons - Recommend system to be upgraded to addressable system, drawings for the building are required for new fire detection system design.
ARLAM AND DETECTORS	Electrical workshop and upstairs offices	1 x Oryx Panel 4 zone - Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules 2 x MCP to replace - No power Isolator installed for the panel - No key to unlock the buttons - Recommend system to be upgraded to addressable system, drawings for the building are required for new fire detection system design.
ARLAM AND DETECTORS	Computer Room above Electrical workshop	- Gas Panel needs to be replaced not Booting up motherboard damaged, 1 x 36kg FM200 cylinder due for hydro test - Fire panel has no dedicated power isolator 2 x ionisation smoke detectors need to be replaced
ARLAM AND DETECTORS	Service report admin building (Fire Detection system for the entire building)	1 x 57kg cylinder FM200 gas has been discharged, therefore needs to be recharged as well as hydro tested (Last date 10/2006). 4 x conventional smoke detectors to replace including bases - The system has no document box & logbook; therefore, this needs to be supplied & Installed - System has no records of a room integrity testing, Room integrity testing needs to be done - All Fire cables need to be replaced to new PH30 cable, at the moment there is RF20 cable used - System has no Gas suppression system warning signs: therefore, this needs to be installed - User training to be conducted - Panel batteries are out of charge; this needs to be replaced (2 x 12v 7ah) - Fire Panel does not have a dedicated power isolator, therefore electrician to supply & install a 20amp power isolator above the fire panel

GAS SUPPRESSION SYSTEM	Service Report admin building (Gas suppression 5th floor)	1x 36kg cylinder FM200 is due for hydrostatic test (Last date 10/2006) 2x conventional smoke detectors to replace including bases - The system has no document box & logbook; therefore, this needs to be supplied & Installed - System has no records of a room integrity testing, Room integrity testing needs to be done - All Fire cables need to be replaced to new PH30 cable, now there is RF20 cable used - Panel batteries need to be replaced (2 x 12v 7ah) - System has no Gas suppression system warning signs; therefore, this needs to be installed - System has no 1st Stage bell installed on first knock of the alarm, therefore this needs to be installed - User training to be conducted - Fire Panel does not have a dedicated power isolator, therefore electrician to supply & install a 20amp power isolator above the fire panel
GAS SUPPRESSION SYSTEM	Service report admin building (Gas Suppression system 2nd floor Server Room)	1 x 57kg cylinder FM200 gas has been discharged, therefore needs to be recharged as well as hydro tested (Last date 10/2006). 4 x conventional smoke detectors to replace including bases the system has no document box & logbook; therefore, this needs to be supplied & installed System has no records of a room integrity testing, - Room integrity testing needs to be done - All Fire cables need to be replaced to new PH30 cable, now there is RF20 cable used System has no Gas suppression system warning signs; therefore, this needs to be installed - User training to be conducted Panel batteries are out of charge; this needs to be replaced (2 x 12v 7ah) - Fire Panel does not have a dedicated power isolator, therefore electrician to supply & install a 20amp power isolator above the fire panel
GAS SUPPRESSION SYSTEM	Service Report Server Room straddle workshop Gas suppression system	3 x 53.9kg cylinder FM200 is due for hydrostatic test (Last date 03/2013) - The system has no document box & logbook; therefore, this needs to be supplied & Installed System has no records of a room integrity testing, Room integrity testing needs to be done on all 3 protected zones - Panel batteries need to be replaced (2 x 12v 7ah), this is because there are no records of last installation date. - System has no Gas suppression system warning signs; therefore, this needs to be installed - System has no 1st Stage bell installed on first knock of the alarm, therefore this needs to be installed - User training to be conducted - Fire Panel does not have a dedicated power isolator, therefore electrician to supply & install a 20amp power isolator above the fire panel

ARLAM AND DETECTORS	Service report admin building (Fire Detection system for the entire building)	2 x Conventional Fire panels (8 zone & 16 Zone) both panels are condemned due to damaged motherboard on both. - The overall system is condemned, due to several findings which includes - noncompliant cables, lack of sufficient smoke detectors, heat detectors & Sounder beacon fire as per building occupancy classification, presence of ionisation smoke detectors, non-compliant Manual call points. - A complete new fire detection system to be designed & installed from scratch and there are no usable parts to salvage from the old system. The drawings for the building are to be handed to fire consultants for a design of a new system.
ARLAM AND DETECTORS	Service Report Car Park Building	2 x Conventional Fire panels (4 zone) condemned due to damaged motherboard and compatible smoke detectors for it are no longer available in the market. - The overall system is condemned, due to several findings which includes - noncompliant cables, no smoke/ heat detectors available on the building, Sounder beacon and MCPs has been discontinued as per building occupancy classification - A completely new fire detection system to be designed & installed from scratch and there are no usable parts to salvage from the old system. The drawings for the building are to be handed to the fire consultant for a design of a new system.
ARLAM AND DETECTORS	Service Report Park Home	- The 1 loop detection system has 4 smoke detectors that are faulty, 6 AC shutdown relays that are damaged (they no longer switch back to normal after fire condition coursing air conditioning system to remain tripped off). - The overall system is no longer available locally, this includes fire panel, smoke detectors, MCPs, sounders and AC shutoff relays. - The parts mentioned above are almost impossible to find and therefore it leaves us with no other option than to conclude that we replace the entire system with the system that is available on the local market. However, the cables are compliant and can still be used on the new system.
ARLAM AND DETECTORS	Panel 1 Cranes Store 1	- zitone 4 zone Fire panel condemned damaged motherboard not booting up - Pipework and cables condemned not the required fire-resistant standard and noncompliant to installation rules - No dedicated power Isolator Recommend system to be upgraded to addressable system, drawings for the building are required for new design of new fire detection system design.

ARLAM AND DETECTORS	Substation and 2 transformer rooms	• 8 Zone Gas Panel condemned outdated (not compliant to current standards) 2 x gas suppression system CO₂ • 1st system (Gas Extinguishing Panel) 1-cylinder 45kg missing Pilot cylinder missing including its discharge pipe • Recommend new system design Smoke detectors condemned outdated ionization detectors • Pipework and cables condemned non-compliant • Recommend new system design • 2nd system (Gas Extinguishing Panel) 2 x cylinders due for Hydro test 2008 Pilot cylinder condemned aluminium cylinder outdated Smoke detectors x 6 condemned outdated ionization detectors • Pipework and cables condemned non-compliant • Electrical Switch Room not covered by the suppression system
---------------------	------------------------------------	---

2.3 Once Off Equipment Supply

Supply and service standby fire extinguishers (this fire extinguisher will remain TPT property)

- a) 30 x 4.5kg
- b) 15x2.5kg
- c) 20 x Hydrant heads
- d) 20 x hose reel boxes
- e) 20x heavy duty clamps for 4.5 kg
- f) 20x heavy duty clamps for 2.5 kg
- g) 50 x fire equipment signages
- h) 15 x emergency exit (left)
- i) 15 x emergency exit (right)

- j) 5x fire hose flat lay
- k) 5x fire hose flat lay boxes

2.4 Additional services to scope of work includes but not limited to:

- a) Refill the used fire equipment during the contract period.
- b) Test Water Flow Pressure Test (Standing and Running Pressures). Include full detailing current pressures available on site and whether they suffice for each extinguishing type. If there are any shortfalls, full details to be shared indicating all requirements to get each system running at optimum efficiency
- c) Test Fire Department connection couplings, caps, threads and clappers, check valves and drains for fit, wear, and serviceability
- d) Provide signed and updated fire equipment register per area with equipment numbers, types, sizes, locations, service dates and next service dates. To be submitted in hard copy as well as soft copy to Facilities Manager.
- e) Provide a written report of the inspection detailing any deficiencies, conditions and obstructions that may affect performance or reliability of the fire equipment, fire sprinkler systems and the recommendations thereof. This to include all areas that may require fire suppression systems as per SANS/SABS/OHSAct Requirements based on workshop application and size
- f) Supply exchange units for all expired extinguishers and other fire equipment as discussed earlier in this document
- g) Supply and install fire extinguishers and fire blankets as required in Facilities that currently do not have as discussed earlier in this document
- h) Provide own equipment including lifting equipment (manlift) for work that will be conducted in elevated areas and on site.
- i) Provide on vehicle to be used on site for driving around the employees
- j) Develop and submit the panel drawings and the corresponding instruction chart for the fire equipment system to be installed or maintained

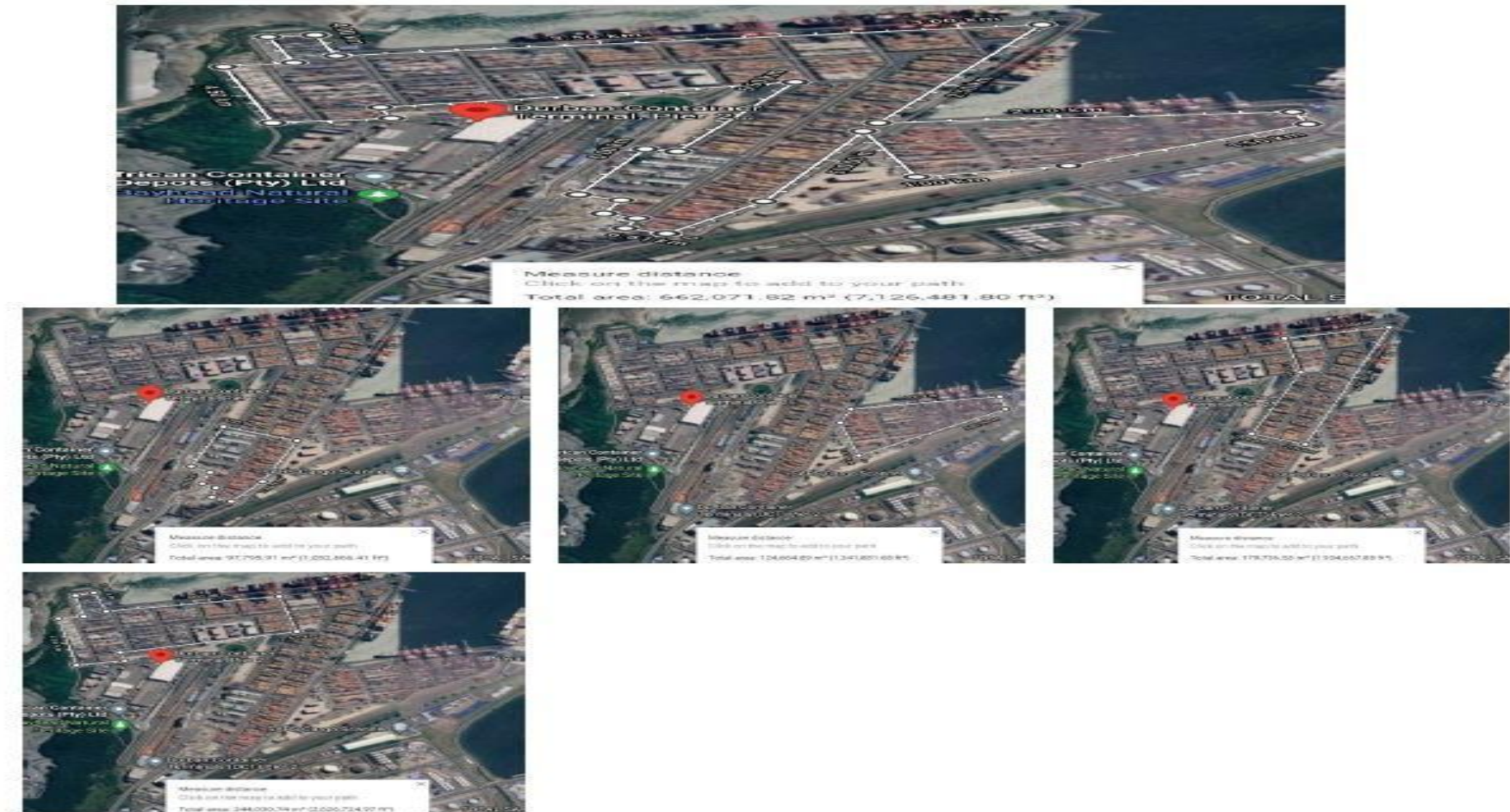
- k) Conduct full inspection, survey and report on Pier 2 Terminal Stacking Areas. Submit a report detailing all findings, including shortfalls and what exactly is required for the Terminal to comply with all relevant standards/requirements. The stack layout, with aerial view and square-metre age, has been shared as an annexure to this document. Please **only consider the total area depicted per section**. The lengths are added as you follow the perimeter and **DO NOT** depict straight line distance. For actual straight-line distances, each bidder can re-perform this exercise on Google Maps. (Right click on the map, measure distance

2.5 Deliverables

- a) Issue an inspection report for all work done, incomplete and any other issue of safety or required for DCT Pier 2 attention.
- b) Issue an attendance Register for employees on site.
- c) Inspection registers for General Condition of equipment Inspection
- d) Inspection registers for Pressure test due dates.
- e) Check equipment signage's/ and replace according to PO.
- f) Pressure test FFH and note deviations on the report.
- g) Test FH and rubber seals, replace according to PO.
- h) Put inspection stickers in all FH, FHB, FT and FM
- i) Inspect, unreel and test the FHR for operability and any leaks. Replace according to the PO.
- j) Copy of SAQCC 1475 registration Card/ID's for all personnel doing the inspection.
- k) Copy of Company SAQCC 1475 registration Certificate.
- l) Issue pressure test certificate in accordance with SANS 1475 for each FE/unit being pressure tested.
- m) Arrange for fire extinguisher pressure testing.

- n) Issue pressure test manufactures certificate for each new FE delivered or placed onsite.
- o) Issue equipment status report for all replacements units placed temporary in TPT Pier 2 site, which indicate each equipment condition. This includes last pressure test date and inspection date.

Annexure A: Arial View of Pier 2 Terminal, Depicting Sectionalized Areas of Stacking Space



TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").



PART C4: SITE INFORMATION

Document reference	Title	No of page
C4	This cover page	1
	Site Information	1
	Total number of pages	2

TRANSNET PORT TERMINAL

TENDER NUMBER: 11484932 TPT/2025/10/0013/109257/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF FIRE EQUIPMENT MAINTANCE AND REPAIR FOR DCT PIER 2 FOR A PERIOD OF 12 MONTHS TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The area where the works or equipment to be delivered will be within the Durban Container Terminal Boundary. The central point of the site delivery will be Admin building; this is where all the equipment will be checked and accepted by the *Facilities Manager*. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtain for all the *Contractor's* personnel at Permit Office located at Durban Container Terminal Control office situated at staff Parking Facility ground floor.

There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the Supplier free of charge. Should any person lose his/her access permit these must be replaced at a cost of R 360-00 per person, cost to be incurred by the Supplier. This must also apply if permits are not returned at the end of the project completion.

Normal working hours at the Durban Container Terminal 08:00 to 16:30, Monday to Friday, Inclusive. Transnet Port terminals has strict Health and Safety policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction must be arranged by the Durban Container Terminal personnel at no cost to the *Supplier*. Prior arrangement must be made with the *Facilities Manager*.

1.2. Existing buildings, structures, and plant & machinery on the Site

The project scope requires the removal of carpet tile flooring and installation of tile flooring at various admin building offices. Installation of new automatic door at Admin Building entrance, installation of new hinge door at admin building first floor

1.3. Subsoil information

N/A

1.4. Hidden services

the removal of carpet tile flooring and installation of tile flooring at various admin building offices. Installation of new automatic door at Admin Building entrance, installation of new hinge door at admin building first floor.

1.5. Other reports and publicly available information

The mentioned information will not be applicable in this project, see project specification