

Transnet National Ports Authority
an Operating Division of **TRANSNET SOC LTD**
[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE PROVISION OF A PROFESSIONAL SERVICES PROVIDER TO UNDERTAKE
FEASIBILITY DESIGNS FOR THE NEW BERTHING, WATER AND MARINE SERVICES
STAFF FACILITY, INCLUDING A SATELLITE CLINIC IN THE PORT OF DURBAN FOR
A PERIOD OF TWENTY-FOUR (24) MONTHS.**

RFP NUMBER	: TNPA/2025/03/0009/92865/RFP
ISSUE DATE	: 15 SEPTEMBER 2025
COMPULSORY	: 23 SEPTEMBER 2025
CLARIFICATION MEETING	: 06 OCTOBER 2025
CLOSING DATE	: 16H00
CLOSING TIME	: 12 WEEKS FROM CLOSING DATE
TENDER VALIDITY PERIOD	

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The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation

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	PROVISION OF A PROFESSIONAL SERVICES PROVIDER TO UNDERTAKE FEASIBILITY DESIGNS FOR THE NEW BERTHING, WATER AND MARINE SERVICES STAFF FACILITY, INCLUDING A SATELLITE CLINIC IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.
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	<p>A Compulsory Tender Clarification Meeting will be conducted at 237 Mahatma Gandhi, Queens Warehouse, Durban, 4000, on the 23 September 2025, at 10h00 for a period of ± 2 (two) hours.[Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>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.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
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CLOSING DATE	16h00 on 06 October 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.
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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 wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer;
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.



- 4.10 Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-20], [**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.
- 4.13. 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.
- 4.14. Transnet reserves the right to make use of a stand-by contractor for circumstances where the 1st ranked bidder (main contractor) after having accepted the award of business or has signed the contract, indicates that they will not be able to deliver the goods or services or at anytime during the execution of the contract, the main contractor is unable to complete the work (delivery of goods and services). The Stand-by contractor would be awarded a contract at the same time as the main contractor, however the terms will stipulate that the contract will only come into effect if the main contractor has deemed that they can no longer continue the works or if the Employer has deemed the contractor is unable to complete the works due to unavailability of financing to complete the works, poor performance, heavy time delays caused by the contractor and other reasons for termination detailed in the contract in reference to termination. The main contractor will be given sufficient opportunity to remedy the situation before termination is decided. All normal procedures for termination of the main contractors duties shall follow the relevant terms and conditions of the signed contract, before the stand-by contractor takes over the works. If the The stand by contractor takes over the works they will only be paid for the remainder of works to be done, and measured as per the relevant clauses for measurement and payment provided in the signed contract.

The standby contractor will only receive a Purchase Order after termination of the main contractor obligations, hence the standby contractor shall not incur any expenditure towards this contract in preparation for an event where s/he is called in by the Employer. The Employer will not be liable/accountable for any expenditure incurred by the standby contractor prior receiving a clear communication from the Employer calling on the standby contractor to deliver part of or full purchase order.

5. 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:

M	A	A	A								
----------	----------	----------	----------	--	--	--	--	--	--	--	--

and

Unique registration reference number:

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

"HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED


Go to Google Chrome



In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

Email Address

Password


[Forgot your password?](#)

[Sign in](#)

[Don't have an account? → Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

Cancel


Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code

Display Name

Create

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.


VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code

Verify code

Send new code

.....

Forgot your password?

Sign in

Don't have an account? [Sign up now](#)

Then click on Sign in



Once registered and signed in, the home screen will have “WELCOME (Registered user)”

DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING

To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

When signed in, select "ADVERTISED TENDERS".



To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.

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[MY SUBMITTED INTENTS](#)
[MY BID DOCUMENT SUBMISSIONS](#)
[CONTACT](#)
WELCOME TESTING
[SIGN OUT](#)

ADVERTISED TENDERS

[Open Tenders](#)
[Other Tenders](#)

Show entries
 Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details

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ADVERTISED TENDERS

[Open Tenders](#)
[Other Tenders](#)

Show entries
 Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

[Open Tenders](#)
[Other Tenders](#)

Show entries
 Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

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ADVERTISED TENDERS
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SIGN OUT

TENDER DETAILS

Tender Details

Tender Reference Number

TE/2022/04/0697/RFQ

Name Of Tender

TE22-SRX-1FG-02068

Description

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Tender Type

RFQ

Contact Person

Charl du Preez Transnet Engineering SLR

Contact Person Email Address

Charl.duPreez@transnet.net

Date Published

4/7/2022 3:51:47 PM

Closing Date

4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Coaches, Salt River

Briefing Session

Closing Date

4/13/2022 10:00:00 AM

Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

Tender Det

Tender Reference Number

TE/2022/04/0697/RFQ

Name Of Tender

TE22-SRX-1FG-02068

Description

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Tender Type

RFQ

Contact Person

Charl du Preez Transnet Engineering SLR

Contact Person Email Address

Charl.duPreez@transnet.net

Date Published

4/7/2022 3:51:47 PM

Closing Date

4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Coaches, Salt River

Name Of Institution

TE

Tender Category

Goods

Tender Status

Open

Briefing Session

Closing Date

4/13/2022 10:00:00 AM

Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

Submit Intent

Cancel

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

Briefing Session

Closing Date 4/13/2022 10:00:00 AM


Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

☒

[Submit Intent](#) [Cancel](#)



delivering freight reliably

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

MY SUBMISSION INTENTS

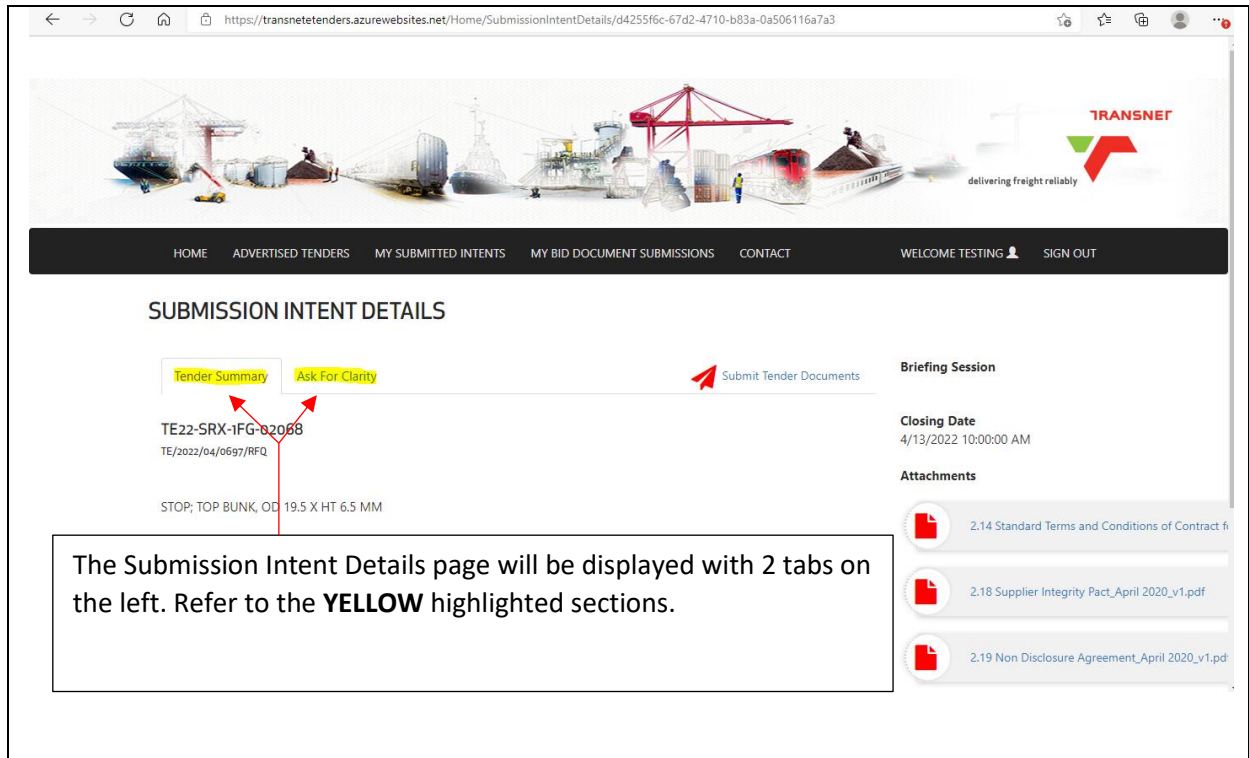
Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

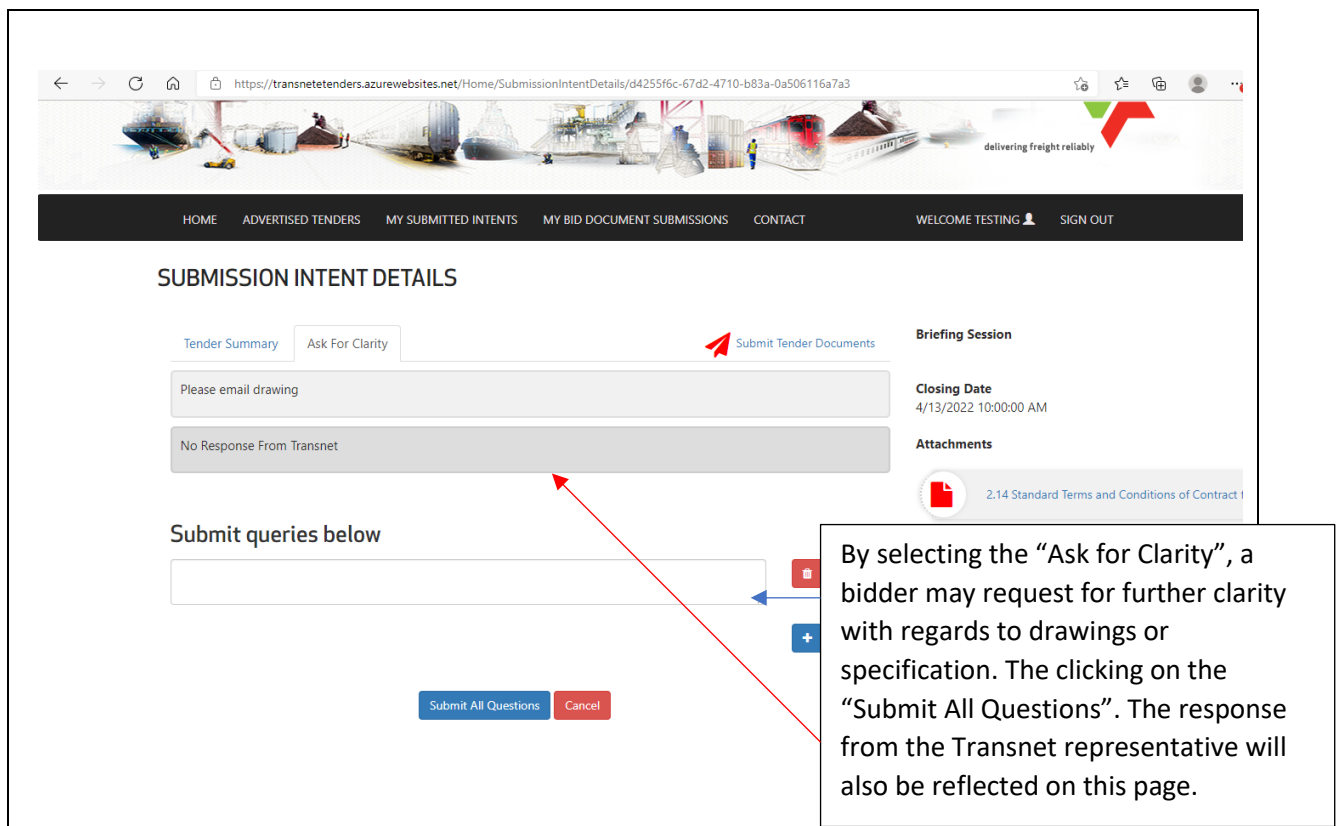
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract fi
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Submit queries below

[Submit All Questions](#) [Cancel](#)

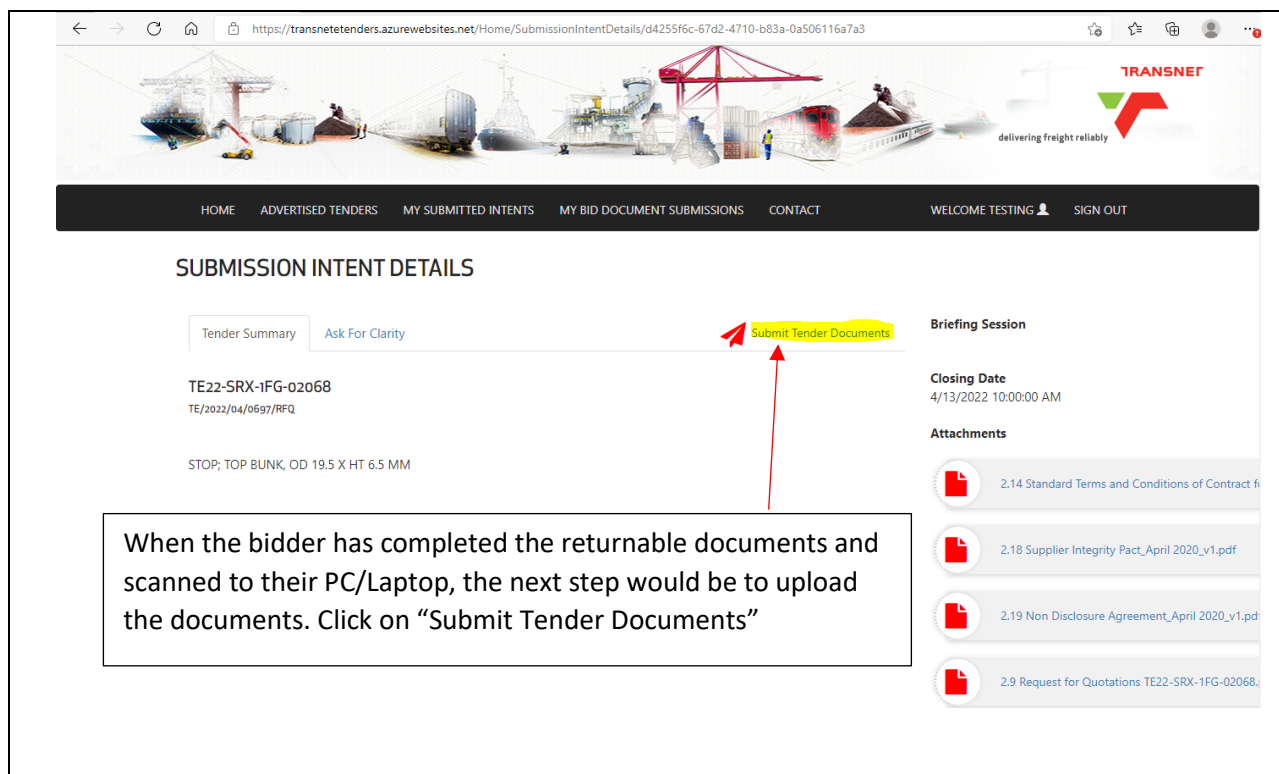
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

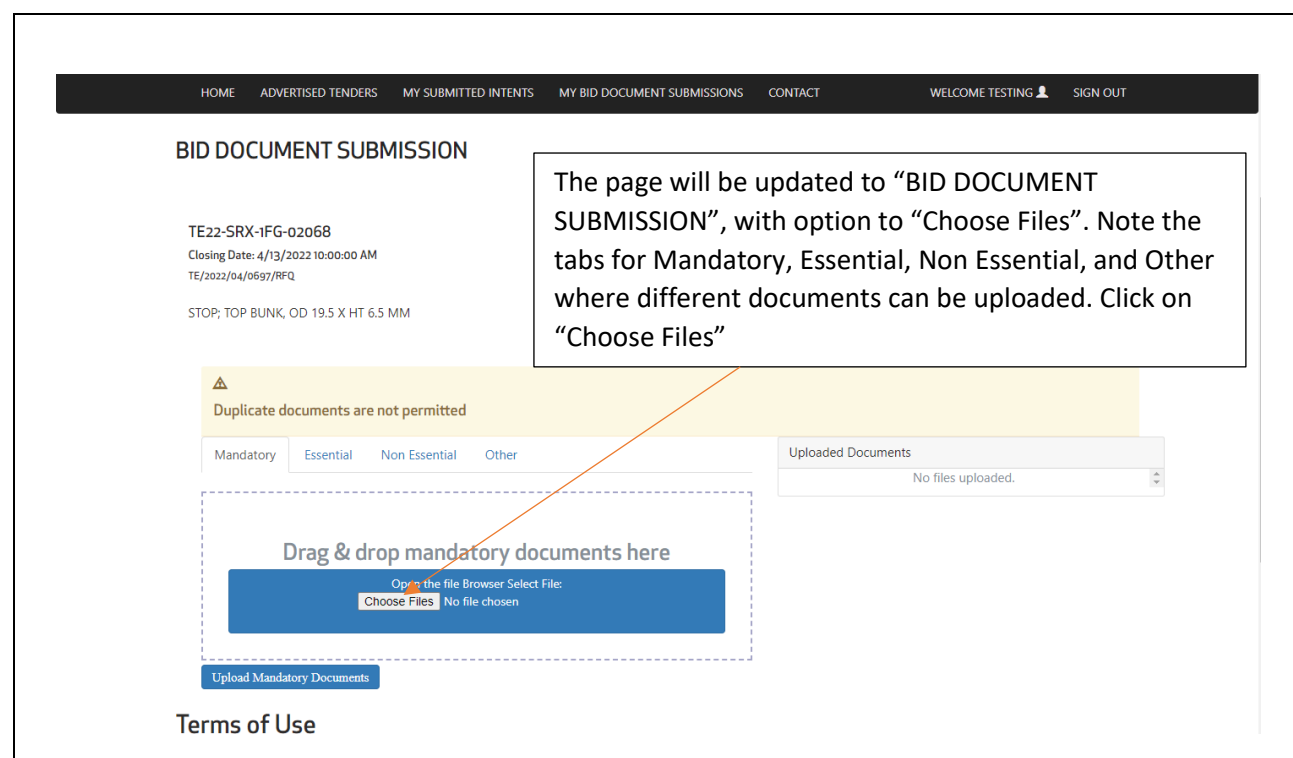
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

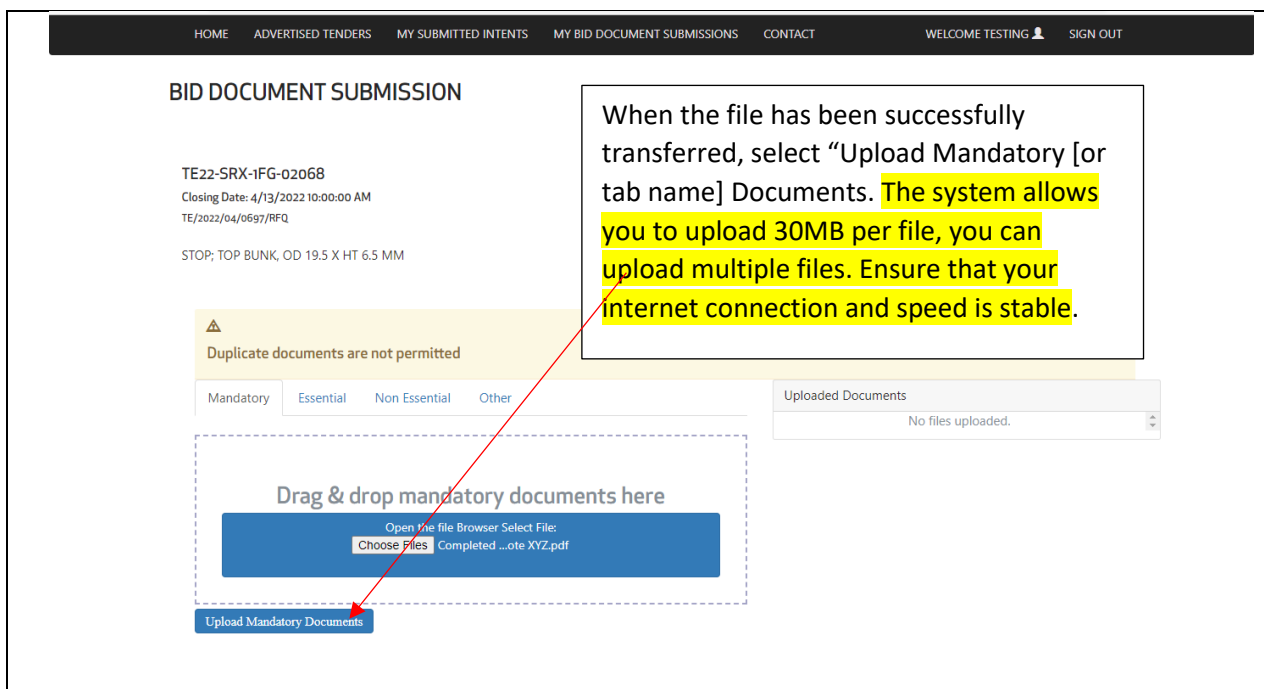
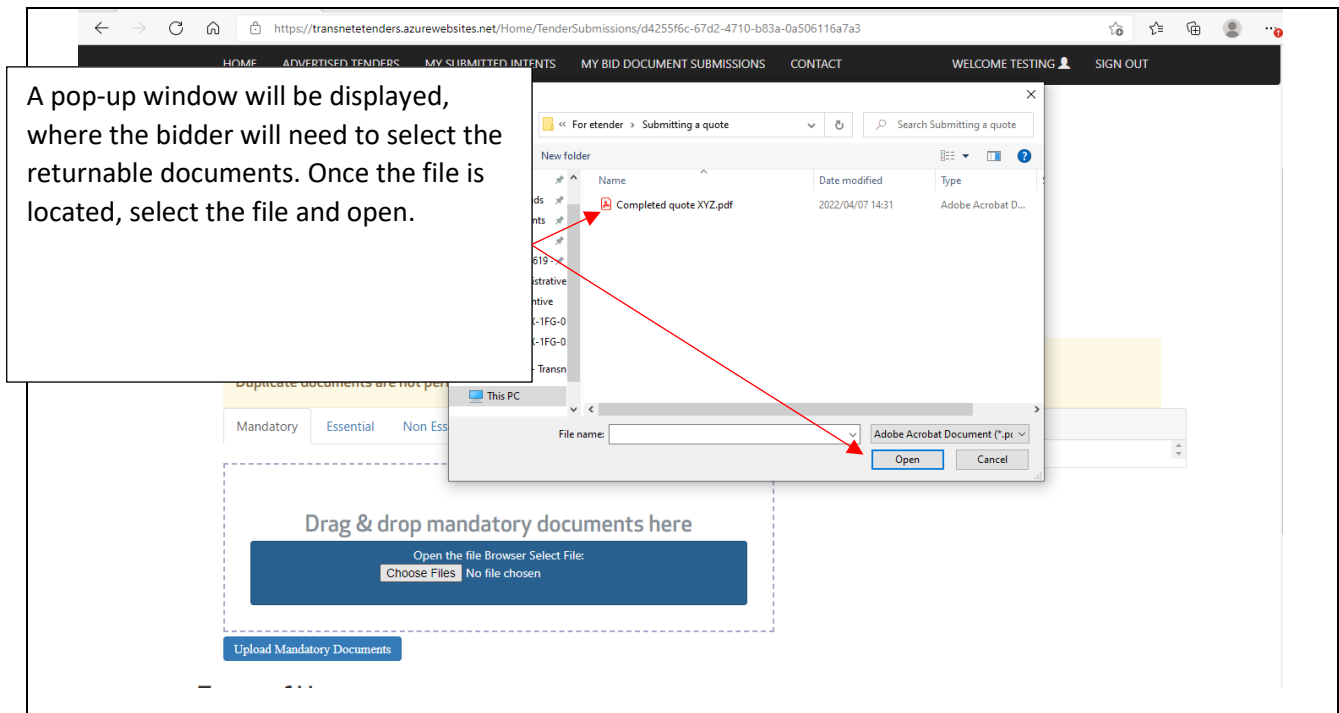
Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use





The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM



Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:

Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

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MY BID DOCUMENT SUBMISSIONS

Show entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

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

C.1.4 The Employer's agent is: Procurement Officer

Name: Selina Mojaki

Address: Transnet National Ports Authority,
237 Mahatma Gandhi, Queens Warehouse,
Durban, 4000

E – mail: tenderenquiriespdu@transnet.net

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

1. Stage One - Administrative and Substantive Responsiveness Tests where attendance eligibility is part of substantive:

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 and must complete, sign and return C1.1 Form of Offer and Acceptance.

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

2. Stage Two – Functionality

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C3.11 below.

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

3. Stage Three – Preference Point System

Tenderers who achieve the minimum qualifying score for functionality of **70** points will be evaluated further in terms of price and specific goals. The evaluation criteria for measuring specific goals are stated in C.3.11 below

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. Form of Offer and Acceptance to be completed and signed upon submission if not the bidder will be deemed disqualified.

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.2.13.9 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: **16:00** on the **06 October 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.

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, together with the tender;
3. Proof of registration on the Central Supplier Database;
4. 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: **70**

The procedure for the evaluation of responsive tenders is compulsory briefing attendance, 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
T2.2-02 - Key Personnel Qualifications, Experience and Registrations	Project Manager	5	30
	Qualification	2	
	Experience	3	
	Architect	5	
	Qualification	2	
	Experience	3	
	Mechanical/Fire Engineer	4	
	Qualification	2	
	Experience	2	
	Structural Engineer	4	
	Qualification	2	
	Experience	2	

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
	Civil Engineer	4	
	Qualification	2	
	Experience	2	
	Electrical Engineer	4	
	Qualification	2	
	Experience	2	
	Quantity Surveyor	4	
	Qualification	2	
	Experience	2	
T2.2-03 Approach Paper	Approach Paper that responds to the scope of work and outlines proposed approach/ methodology including that relating but not limited to to programme, method statement, technical approach and an understanding of the project objective	30	30



Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-04 Company Previous Experience	<p>The Tenderer must submit Reference Letters demonstrating experience in multi-storey building designs, in the last ten (10) years.</p> <p>The reference letter must contain the following requirements/ information:</p> <ol style="list-style-type: none"> 1) The Project Description 2) Client Letter Head 3) Client Contact Details (Email and Telephone) 4) Project Duration: start and completion dates 5) Signed Reference Letter 6) Value of a Contract <p>Should a reference not include all six (6) requirements above, it will not be considered</p>	20	20



Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-05 Programme	<p>The tenderer must submit a programme with all the programme elements and show the overall project duration (all Task Orders) and clearly indicate the duration for Task Orders 1 and 2, which will be evaluated. The proposed schedule must be detailed including all seven (7) required programme structure elements, namely:</p> <ul style="list-style-type: none"> a) Level 4 Programme b) Logical sequence c) Critical path d) Milestones and deliverables e) Basis of Schedule f) Time risk allowance g) Approach paper 	20	20
Maximum possible score for Functionality			100

C.3.11. Functionality shall be scored independently by not less than 2 (two) evaluators and averaged in accordance with the following schedules:

- T2.2-02 Evaluation Schedule: Key Personnel Qualifications, Experience and Registrations – 30 points
- T2.2-03 Evaluation Schedule: Approach Paper – 30 points
- T2.2-04 Evaluation Schedule: Company Previous Experience – 20 points
- T2.2-05 Evaluation Schedule: Programme – 20 points

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100
The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

Stage Three – Preference Point System: Only tenderers that achieve the minimum Qualifying 70 points for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points system as described in Preferential Procurement Regulations

the 80/20 system for requirements with a Rand value equal to or below R50 000 000(all applicable taxes included).

or

the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores	
Price	80	90
Specific goals - Scorecard	20	10
TOTAL SCORE:	100	100

Transnet will use the lowest acceptable bid to determine the applicable preference points system



Up to 10 or 20 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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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.

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

Selected Specific Goal	Number of points allocated	
	(80/20)	(90/10)
B-BBEE Status Level of Contributor (1 or 2)	5	3
EME or QSE 51% Black Owned Entities	15	7
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none"> Valid B-BBEE Certificate / Sworn-Affidavit/ B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
EME or QSE 51% Black Owned Entities	<ul style="list-style-type: none"> Valid B-BBEE Certificate / Sworn-Affidavit/ B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS	
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR (1 & 2)	5	3
EME or QSE 51% Black Owned Entities	15	7
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
Total points for Price and Specific Goals must not exceed	100	

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. The Objective criteria Transnet may apply in this bid process include:
The due diligence exercise may take the following factors into account inter alia;
the tenderer:
 - a. Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of a past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - b. There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;

- c. The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- d. Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- e. It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- f. The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- g. Cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- h. Has no legal capacity to enter into the contract;
- i. Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- j. Does not comply with the legal requirements, if any, stated in the tender data; and
- k. Is not able to perform the contract free of conflicts of interest.

m. An unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer. Before rejecting a tender on the grounds that it is unduly low, the employer will request in writing details of the constituent elements of the tender which is considered relevant, including:

- I. the economics of the construction method, the manufacturing process or the services provided;
- II. the technical solutions chosen or any exceptionally favorable conditions (or both) available to the tenderer for the execution of the work or the provision of the supplies or services
- III. the originality of the work, supplies or services proposed by the tenderer;
- IV. compliance with the statutory provisions such as those relating to the employment of labour, health and safety etc.
The employer will verify these constituent elements by consulting the tenderer, taking account of the evidence and presentations provided including supplier quotations etc. if the tenderer cannot justify the unduly low price, the Employer will award the tender to the next ranked bidder. If the next ranked bidder is unduly low the same process above shall apply.

C.3.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one)
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Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

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

T2.2-01 **Stage One:** Eligibility with regards to attendance at the compulsory clarification meeting

2.1.2 Stage Two: Functionality returnable.

These schedules will be utilised for evaluation purposes:

T2.2-02 **Evaluation Schedule :** Key Personnel Qualifications, Experience and Registrations

T2.2-03 **Evaluation Schedule :** Approach Paper

T2.2-04 **Evaluation Schedule :** Company Previous Experience

T2.2-05 **Evaluation Schedule :** Programme

2.1.3 Stage Three: Preference Point System

Specific Goals: Valid Evidence of Specific Goals (Preference Claim Form)

Requirements Stipulated in SBD6.1

2.1.4 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

T2.2-10 Proposed Organisation Staffing

T2.2-11 Skills Transfer Plan

T2.2-12 ANNEX G Compulsory Enterprise Questionnaire

Preference Claim Form requirements stipulated in SBD6.1

Bidder's disclosure stipulated in SBD 4.

T2.2-13 Schedule of Proposed Sub Consultants

2.1.5 Agreement and Commitment by Tenderer:

T2.2-14 DPIP or FPPO

T2.2-15 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-16 Non-Disclosure Agreement

T2.2-17 RFP Declaration Form

- T2.2-18 Service Provider Integrity Pact
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 RFP – Breach of Law
- T2.2-21 Supplier Code of Conduct

2.1.6 Bonds/Guarantees/Financial/Insurance:

- T2.2-22 Insurance provided by the Contractor
- T2.2-23 Form of Intent to provide a Performance Guarantee
- T2.2-24 Forecast Rate of Invoicing
- T2.2-25 Three (3) years audited financial statements

2.1.7 Transnet Vendor Registration Form:

- T2.2-26 Transnet Vendor Registration Form

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

2.2 C1.2 Contract Data

2.3 C1.3 Form of Guarantee

2.4 C2.1 Pricing Instructions

2.5 C2.2 Task Schedule

T2.2: Returnable Schedules

**These Schedules are required for
Evaluation Purposes**

T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to _____ (Company
certify that _____ Name)

Represented _____ (Name and
by: _____ Surname)

Was represented at the compulsory tender clarification meeting.

Held at:	237 Mahatma Gandhi, Queens Warehouse, Durban, 4001	
On (date)	23 September 2025	Starting time: 10:00

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: Evaluation Schedule - Key Personnel Qualifications, Experience and Registrations

Please describe the management arrangements for the works and the tenderer is to take note that evaluation of this schedule will be referred to T2.2-02.

Comprehensive CVs should be attached to this schedule:

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

- i) Personal particulars;
- ii) Qualifications (degrees, grades of membership of professional societies and Professional registrations, all these certificates are to be attached);
- iii) Skills;
- iv) Name of current employer and position;
- v) Name of previous and past employer and position;
- vi) Overview of post graduate experience (year, organisation, position and responsibilities); and
- vii) Outline of recent assignments / detailed experience that has a bearing on the scope of work.

Key Personnel:

a) 1x Project Manager

- Project Manager must as a minimum have a NQF Level 7 (Degree, Advanced Diploma, Post Graduate Certificate) qualification in the built environment.
- Registered as a Construction Project Manager (PrCPM - SACPCMP) and/or Project Management Professional (PMP - PMI) or any international registration body.
- Minimum 8 years' relevant experience in project management and/or project supervision role including multi-storey building design and /or construction.

b) 1x Architect

- Architect must as a minimum have a NQF Level 7 (Degree) qualification in Architecture
- Registered as a Professional Architect (Pr. Arch. - SACAP)
- Minimum 8 years' relevant experience in an Architect role, including the design of multi-storey buildings.

c) 1x Mechanical/Fire Engineer

- Mechanical Engineer must have as a minimum have a NQF Level 7 (Degree, Advanced Diploma, Post Graduate Certificate) i.e., BSc. Eng/B.Eng/ B-Tech Mechanical) qualification
- Registered as a Pr. Eng/ Technologist - ECSA.
- Minimum 8 years' relevant experience as a Mechanical/Fire Design Engineer, including the design of multi-storey buildings.

ci) 1x Structural Engineer

- Structural Engineer must as a minimum have a NQF Level 7 (Degree, Advanced Diploma, Post Graduate Certificate) i.e. BSc./B.Eng/ B-Tech Civil or Structural qualification
- Registered as a Pr. Eng/ Technologist - ECSA.
- Minimum 8 years' relevant experience as a Structural Design Engineer, including the design of multi-storey buildings.

cii) 1x Civil Engineer

- Civil Engineer must as a minimum have a NQF Level 7 (Degree, Advanced Diploma, Post Graduate Certificate) i.e. BSc. Eng/B.Eng/ B-Tech Civil) qualification
- Registered as a Pr. Eng / Technologist - ECSA.
- Minimum 8 years' relevant experience as a Civil Design Engineer, including the design of multi-storey buildings

ciii) 1x Electrical Engineer

- Electrical Engineer must as a minimum have a NQF Level 7 (Degree, Advanced Diploma, Post Graduate Certificate) i.e. BSc. Eng/B.Eng / B-Tech Electrical) qualification
- Registered as a Pr. Eng / Technologist - ECSA.
- Minimum 8 years' relevant experience as an Electrical Design Engineer, including the design of multi-storey buildings.

civ) 1x Quantity Surveyor

- Quantity Surveyor must as a minimum have a NQF Level 7 (Degree/Advanced Diploma/Post Graduate Certificate) qualification in Quantity Surveying
- Registered as a Professional Quantity Surveyor (Pr. QS - SACQSP)
- Minimum 8 years' relevant experience as a Quantity Surveyor, including for multi-storey buildings.

List of Key Persons assigned to the above disciplines

Key Persons	Name and Surname	CV attached (Yes/No)	Qualification attached (Yes/No)
Project Manager			
Architect			
Mechanical/ Fire Engineer			
Structural Engineer			
Civil Engineer			
Electrical Engineer			
Quantity Surveyor			

Attached submissions to this schedule:

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The scoring of the Management & CVs of Key Persons will be as follows:

Weight		Score 100	Score 90	Score 70	Score 40	Score 0
30						
Project Manager (5 points)	Qualification (2 points)	NQF Level 9 or higher qualification in Engineering and/or Built Environment and proof thereof	NQF Level 8 qualification in Engineering and/or Built Environment and proof thereof	NQF Level 7 qualification in Engineering and/or Built Environment and proof thereof	NQF Level 6 qualification in Engineering and/or Built Environment and proof thereof	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications
	Experience (3 points)	Greater than or equal to 12 years relevant experience including multi-storey building construction	Greater than 8 years but less than 12 years relevant experience including multi-storey building construction	7-8 years relevant experience including multi-storey building construction	Greater than or equal to 6 years but less than 7 years relevant experience including multi-storey building construction	Tenderer has not submitted CV and/or less than 6 years relevant experience

NB: Failure to submit proof of a valid Professional Registration will lead to disqualification of the candidate.

Weight		Score 100	Score 90	Score 70	Score 40	Score 0
Architect (5 points)	Qualification (2 points)	NQF Level 9 or higher qualification in Architecture and proof thereof	NQF Level 8 qualification in Architecture and proof thereof	NQF Level 7 qualification in Architecture and proof thereof	NQF Level 6 qualification in Architecture and proof thereof	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications
	Experience (3 points)	Greater than or equal to 12 years relevant experience including multi-storey building design	Greater than 8 years but less than 12 years relevant experience including multi-storey building design	7 - 8 years relevant experience including multi-storey building design	Greater than or equal to 6 years but less than 7 years relevant experience including multi-storey building design	Tenderer has not submitted CV and/or less than 6 years relevant experience

NB: Failure to submit proof of a valid Professional Registration will lead to disqualification of the candidate.



Weight		Score 100	Score 90	Score 70	Score 40	Score 0
Mechanical/Fire Engineer (4 points)	Qualification (2 points)	NQF Level 9 or higher qualification in relevant Engineering discipline and proof thereof	NQF Level 8 qualification in relevant Engineering discipline and proof thereof	NQF Level 7 qualification in relevant Engineering discipline and proof thereof	NQF Level 6 qualification in relevant Engineering discipline and proof thereof	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications
	Experience (2 points)	Greater than or equal to 12 years relevant experience including multi-storey building mechanical/ fire design	Greater than 8 years but less than 12 years relevant experience including multi-storey building mechanical/ fire design	7 - 8 years relevant experience including multi-storey building mechanical/ fire design	Greater than or equal to 6 years but less than 7 years relevant experience including multi-storey building mechanical/fire design	Tenderer has not submitted CV and/or less than 6 years relevant experience

NB: Failure to submit proof of a valid Professional Registration will lead to disqualification of the candidate.

Weight		Score 100	Score 90	Score 70	Score 40	Score 0
Structural Engineer (4 points)	Qualification (2 points)	NQF Level 9 or higher qualification in relevant Engineering discipline and proof thereof	NQF Level 8 qualification in relevant Engineering discipline and proof thereof	NQF Level 7 qualification in relevant Engineering discipline and proof thereof	NQF Level 6 qualification in relevant Engineering discipline and proof thereof	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications
	Experience (2 points)	Greater than or equal to 12 years relevant experience including multi-storey building structural design	Greater than 8 years but less than 12 years relevant experience including multi-storey building structural design	7 - 8 years relevant experience including multi-storey building structural design	Greater than or equal to 6 years but less than 7 years relevant experience including multi-storey building design	Tenderer has not submitted CV and/or less than 6 years relevant experience

NB: Failure to submit proof of a valid Professional Registration will lead to disqualification of the candidate.

Weight		Score 100	Score 90	Score 70	Score 40	Score 0
Civil Engineer (4 points)	Qualification (2 points)	NQF Level 9 or higher qualification in relevant Engineering discipline and proof thereof	NQF Level 8 qualification in relevant Engineering discipline and proof thereof	NQF Level 7 qualification in relevant Engineering discipline and proof thereof	NQF Level 6 qualification in relevant Engineering discipline and proof thereof	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications
	Experience (2 points)	Greater than or equal to 12 years relevant experience including multi-storey building civil design	Greater than 8 years but less than 12 years relevant experience including multi-storey building civil design	7 - 8 years relevant experience including multi-storey building civil design	Greater than or equal to 6 years but less than 7 years relevant experience including multi-storey building civil design	Tenderer has not submitted CV and/or less than 6 years relevant experience

NB: Failure to submit proof of a valid Professional Registration will lead to disqualification of the candidate.



Weight		Score 100	Score 90	Score 70	Score 40	Score 0
Electrical Engineer (4 points)	Qualification (2 points)	NQF Level 9 or higher qualification in relevant Engineering discipline and proof thereof	NQF Level 8 qualification in relevant Engineering discipline and proof thereof	NQF Level 7 qualification in relevant Engineering discipline and proof thereof	NQF Level 6 qualification in relevant Engineering discipline and proof thereof	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications
	Experience (2 points)	Greater than or equal to 12 years relevant experience including multi-storey building electrical design	Greater than 8 years but less than 12 years relevant experience including multi-storey building electrical design	7 - 8 years relevant experience including multi-storey building electrical design	Greater than or equal to 6 years but less than 7 years relevant experience including multi-storey building electrical design	Tenderer has not submitted CV and/or less than 6 years relevant experience

NB: Failure to submit proof of a valid Professional Registration will lead to disqualification of the candidate.

Weight		Score 100	Score 90	Score 70	Score 40	Score 0
Quantity Surveyor (4) (points)	Qualification (2 points)	NQF Level 9 or higher qualification in Quantity Surveying and proof thereof	NQF Level 8 qualification in Quantity Surveying and proof thereof	NQF Level 7 qualification in Quantity Surveying and proof thereof	NQF Level 6 qualification in Quantity Surveying and proof thereof	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications
	Experience (2 points)	Greater than or equal to 12 years relevant experience including quantity surveying for multi-storey building design and/or construction	Greater than 8 years but less than 12 years relevant experience including quantity surveying for multi-storey building design and/or construction	7 - 8 years relevant experience including quantity surveying for multi-storey building design and/or construction	Greater than or equal to 6 years but less than 7 years relevant experience including multi-storey building design and/or construction	Tenderer has not submitted CV and/or less than 8 years relevant experience

NB: Failure to submit proof of a valid Professional Registration will lead to disqualification of the candidate.

T2.2-03: Evaluation Schedule - Approach Paper

Approach paper which responds to the Scope of Services, scope of work & addenda outlines proposed approach/methodology including that relating but not limited to programme, method statement, technical approach & an understanding of the project objective. The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project & demonstrate the alignment to key persons & organogram to exhibit clear understanding of the project.

The Tenderer must as such explain his / her understanding of the objectives of the works and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Approach Paper should cover:

- Outline of proposed approach
- Detailed method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information (design philosophy)
- Demonstrate an understanding of the project objectives

The Approach Paper must be aligned to and accompanied by a programme indicating Start and Completion Dates, Key Dates, milestones and resource activities. The programme must clearly indicate the timeframes to review and submit revised updated information to meet project deliverables.

The approach paper should cover as a minimum the following Critical Aspects/Characteristics/Elements; (**Service Provider must refer to the works information for a full description of the Scope of Services**):

1. Outline of proposed approach
2. Prefeasibility design development approach
3. Design Reviewing process
4. Detailed list of other resources, professional skills and utilisation including a resource matrix
5. Management tools and system
6. Works Information (design philosophy)
7. Detailed method statement, technical approach and construction sequencing

The scoring of the approach paper will be as follows:

Weight [30]		Objectives:	Score	
1. Outline of proposed approach with the following clearly outlined. a) Site Investigations b) Desktop Studies c) Approach to be used to develop a concept for the New Berthing, Water and Marine Facility	2. Prefeasibility design development and links to Specialist Studies		0	The Tenderer has not submitted an approach paper.
			40	Technical approach paper is not specific to the project and does not adequately address the requirements of the scope of work. Less than 5 objectives have been suitably detailed.
			70	The technical approach paper is detailed and specific to the scope of works and sufficiently addresses 5 of the project objectives.
3. Design Reviewing process 1. Show all reviewers 2. Qualification of Reviewers (Must be senior and Registered with a professional body) 3. Process flow chart to illustrate review process 4. Reviewal Tools (e.g. sign off sheets etc.)	4. Resource Matrix 1. Organisational Structure 2. Skills Matrix		90	Specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. 6 objectives have been detailed.
			100	The technical approach paper is detailed and specific, innovative and class leading and exceeds project requirements. 7 objectives have been detailed.
5. Management Tools and System Auto Cad & other design, drawing and scheduling packages	6. Works Information (design philosophy)			
7. Detailed method statement 1. Method Statement aligned to all scope items 2. The method statement shows all engineering and designing activities	3. Key Stakeholders Identified 4. Project Risks Identified 5. Quality Management Clearly outlined			

T2.2-04: Evaluation Schedule: Company previous Experience

Tenderers are required to demonstrate their experience in the successful delivery of building design projects i.e., concept and detail design of multi-storey buildings, and shall supply a sufficiently detailed reference letter on a client letterhead, indicating the relationship with the client with contact details in the last ten (10) years. The tenderer to attach Reference Letters as evidence.

Fill in as many line items as needed for the design of multi-storey buildings, starting from the most recent projects completed:

Client Company Name	Client contact details (email and telephone)	Project Description	Project Duration: start and completion dates	Contract Value

Index of documentation attached to this schedule:

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The scoring of the tenderer's previous experience will be as follows:

Weight [20]	Company Previous Experience
Score 0	Zero (0) references submitted and/or relevant experience for projects completed are within the past 10 years
Score 40	Tenderer has submitted one (1) to four (4) reference letters which demonstrate multi storey building design projects completed within the past 10 years
Score 70	Tenderer has submitted five (5) reference letters which demonstrate multi storey building design projects completed within the past 10 years
Score 90	Tenderer has submitted six (6) to eight (8) reference letters which demonstrate multi storey building design projects completed within the past 10 years
Score 100	Tenderer has submitted nine (9) or more reference letters which demonstrate multi storey building design projects completed within the past 10 years

Disclaimer: Should a reference not include all six (6) requirements below, it will not be considered.

1. Project description
2. Client Company Name
3. Client Contact Details (email and telephone)
4. Project Duration: start and completion dates
5. Signed Reference Letter
6. Value of a Contract

T.22-05: Evaluation Schedule - Programme

Note to tenderers:

Programme [Weight: 20 points]

The Tenderer submits a detailed Level 4 Gantt chart programme that sets out timelines for the project milestones, guides resource allocation, and help manage potential project risks to provide the required services. The proposed programme shall include but not limited to the following:

1. Programme structure (10 points)

a) Level 4 Programme (20%)

The proposed programme is clear and easy to understand and presented in Level 4 programme. The delivery dates for all key deliverables are realistic and achievable given the available resources and constraints. All the task durations and resources allocations are reasonable, and schedule considers potential project risks (time risk allowance).

b) Logical Sequence (10%)

The programme follows a logical sequence of tasks and activities with predecessor and successors clearly indicated. The order and timing of concept design and detail design tasks/activities that will take place in order to provide the works is accurately identified and accounted for

c) Critical path (10%)

The programme clearly shows the critical path that highlights the most time-sensitive tasks/activities.

d) Milestones and deliverables (10%)

The programme clearly identifies key project milestones and integrate into the programme. The milestone dates are realistic and aligned to the project objectives. The programme takes into account the dependencies between deliverables and quality requirements including interim approvals by the Project Manager and/or the Employer.

e) Basis of Schedule (25%)

A basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to providing the Works as detailed in the programme.

f) Time Risk Allowance (10%)

The programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration in the schedule in a code field or as an attachment.

g) Alignment to Approach Paper (15%)

The programme must clearly support and demonstrate alignment to the Approach Paper.

2. Overall Duration (10 Points)

The overall programme shows the tenderer's ability to execute the works in terms of the Employers requirements within the required timeframe.

The scoring of the Programme will be as follows:

WEIGHT [20]	Programme Structure [10 points]	Overall Programme Duration [10 points]
Score 0	Tenderer has not submitted a programme to evaluate.	Tenderer has not submitted a timeline to evaluate, or the Tenderer's timeline is more than 12 months for TO1 and TO2
Score 40	Tenderer has submitted a proposed programme that meets four (4) or less of the seven (7) requirements (a to g).	The Tenderer's timeline is more than 10 months but less than 12 months for TO1 and TO2
Score 70	Tenderer has submitted proposed programme that meets five (5) of the 7 requirements (a to g).	The Tenderer's timeline is 10 months for TO1 and TO2
Score 90	Tenderer has submitted proposed programme that meets six (6) of the 7 requirements (a to g).	The Tenderer's timeline is more than 8 months but less than 10 months for TO1 and TO2
Score 100	Tenderer has submitted proposed programme that fully addresses all of the seven (7) requirements (a to g).	The Tenderer's timeline is more than 6 months but less than 8 months for TO1 and TO2

Project estimated timelines:

Duration for Task Order 3 can be assumed to be 12 months and will occur concurrently with the other Task Orders after the DFFE screening.

ACCORDING TO THE TENDERERS SUBMITTED PROGRAMME, THE OVERALL DURATION FOR TASK ORDER 1 AND TASK ORDER 2 IS: _____ MONTHS

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

2.1.3. Specific Goals



2.1.3 Specific Goals: Valid Evidence of Specific Goals (Preference Claim Form) Requirements Stipulated in SBD6.

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points. The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none">Valid B-BBEE Certificate / Sworn- Affidavit/ B-BBEEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
EME or QSE 51% Black Owned Entities	<ul style="list-style-type: none">Valid B-BBEE Certificate / Sworn- Affidavit/ B-BBEEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

TO THIS SCHEDULE:

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THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT COMMISSION'S

PRACTICE GUIDE 01 of 2022

DETERMINING THE VALIDITY OF A BROAD-BASED BLACK ECONOMIC EMPOWERMENT VERIFICATION CERTIFICATE, B-BBEE SWORN AFFIDAVIT AND CERTIFICATE ISSUED BY THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION

A. Introduction

1. The Broad-Based Black Economic Empowerment Commission ("B-BBEE Commission") is an entity established by the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013 ("the Act"), to oversee the implementation of the Act, which includes provision of practice guides, explanatory notices, non-binding advisory opinions and clarification services to improve the understanding of the Act.
2. This Practice Guide is issued as a non-binding guide purely to assist with the interpretation of B-BBEE documentation presented by measured entities to ensure consistency in the application of the Act. Should this Practice Guide not be clearly applicable to your specific set of facts at any given time, you are advised to approach the B-BBEE Commission for a non-binding advisory opinion, which will be more specific to your set of facts.
3. This Practice Guide does not constitute a legal document or a ruling of the B-BBEE Commission on the issue concerned. Further, although this Practice Guide is not binding on the B-BBEE Commission, it does set out the approach that the B-BBEE Commission is likely to take on any matter relating to implementation of B-BBEE including determining the validity of B-BBEE sworn affidavits, B-BBEE verification certificates and certificates issued by the Companies and Intellectual Property Commission (CIPC) for B-BBEE purposes.
4. This Practice Guide replaces Practice Guide 01 of 2018 as of **01 November 2022**.

A. Purpose of this practice guide

5. The B-BBEE Commission has over the years continued to be inundated with requests from various stakeholders to confirm validity of B-BBEE certificates, sworn affidavits and CIPC certificates, which process has resulted in the B-BBEE Commission issuing a number of advisory letters to the affected entities to advise of invalidity of such documentation and the need to withdraw the invalid B-BBEE verification certificates or sworn affidavits/CIPC certificates. Thus, the purpose of this Practice Guide is to set out the approach for stakeholders to determine the validity of B-BBEE certificates or sworn affidavits/CIPC certificates for consistency.
6. The five elements of B-BBEE adopted in the Codes of Good Practice (the Codes) each have a specific purpose and together provide an integrated intervention to empower black people as envisaged in the Act. Further, the Act allows for B-BBEE verification, which is a measure used to determine compliance with the Act, and results in the issuing of a B-BBEE verification certificate.
7. A B-BBEE verification certificate, a sworn affidavit and a B-BBEE certificate issued by the CIPC is evidence of a measured entity's compliance with the Act over a particular period. Such compliance is based on B-BBEE related information of a measured entity in line with the applicable Codes as per Section 9 (1) of the Act.
8. It is contrary to the Act for a measured entity to trade with an invalid/inconclusive or incorrect B-BBEE verification certificate or sworn affidavit/CIPC certificate. The preferential procurement spend or economic activity that was directed by measured entities to a supplier or entity on the basis of an invalid B-BBEE document cannot be recognised during a B-BBEE measurement process, therefore, it is critical to determine the validity of B-BBEE verification certificates or sworn affidavits/CIPC certificates presented by measured entities in order to access an economic opportunity both in the public and private sector.

B. Determining validity of a sworn affidavit for B-BBEE compliance

9. The legal dictionary (<https://legal-dictionary.thefreedictionary.com/Affadavit>) defines a sworn affidavit as a written statement of facts voluntarily made by a person under an oath or affirmation administered by a person authorized to do so by law.
10. In terms of the Codes, Exempted Micro-Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE

compliance status. Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities.

11. The Department of Trade, Industry and Competition (**the dtic**) has designed sworn affidavit templates and qualifying measured entities must use these templates, which can be accessed on **the dtic** website. It is acceptable to use the templates on the letterhead of the measured entity.
12. The only time an EME can be verified by a South African National Accreditation System (SANAS) accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done using the QSE Scorecard.
13. The exception to this is only with regard to the Transport Sector where EMEs have a choice of obtaining accounting officer letter or get verified and be issued with a B-BBEE verification certificate by a SANAS accredited professional or agency because the Integrated Transport Sector Code has not been aligned to the amended Generic Codes.
14. Also, start-ups that are EMEs but wish to tender for contracts of R10 million in value or above must be verified using the QSE scorecard, and for tenders of R50 million and above must be verified using the generic scorecard.
15. Further, the Construction Sector Code, provides for EMEs whose annual turnover is R1.8 million for Built Environment Professionals and R3 million for Contractors or less to obtain automatic recognition levels and these do not require to undergo verification except in instances where they elect to enhance their B-BBEE status levels. In those circumstances there is a requirement for these EMEs to contribute towards empowerment by complying with the 40% sub-minimum on skills development element and in ensuring compliance with the skills development element, these EMEs are required to be verified by a SANAS accredited verification professional or agency.
16. Furthermore, the Generic Codes and the Financial Services Sector Code have granted an option to 51% and 100% black owned QSEs to undergo a verification process from a SANAS accredited verification professional if they so choose. However, for consistent application, EMEs in the Financial Services Sector should only obtain a sworn affidavit, and not a B-BBEE verification certificate as there is nothing to verify.

17. The following pointers are key in determining the validity of a sworn affidavit:

- a) Name/s of deponent as they appear in the identity document and the identity number must be completed.
- b) Designation of the deponent as either the director, owner or member must be indicated in order to know that the person deposing to the sworn affidavit is duly authorised. A deponent is able to tick more than one option if the person is a director and owner of the entity.
- c) Name of enterprise must be cited as per the enterprise registration documents issued by the CIPC, where applicable, including the enterprise business address.
- d) Percentage of ownership held by black people, black female and black designated groups. For designated groups, the percentage must be indicated for each sub-category or nil where there is none. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- e) Indicate the total annual revenue for the year under review and whether it is based on audited financial statements or financial statements or management accounts. Please select one option.
- f) Indicate the full financial year end (day/month/year) as per the enterprise's registration documents, which was used to determine the total revenue. This must be the recent financial year end.
- g) Select the B-BBEE Status level based on black ownership percentage. An enterprise can only have one B-BBEE status level.
- h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for which the empowering supplier status is based on.
- i) Date of signature for both the deponent and Commissioner of Oath must be the same. If using the first **dtic** template for sworn affidavits, where provision is not made for Commissioner of Oath signature date, the date of the deponent will be regarded by default as the signature date for Commissioner of Oath.
- j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. Please note that the B-BEE Act does not determine the qualification for Commissioner of Oaths, this is done in terms of the Justice of Peace and Commissioners' of Oaths Act, 1963 (Act No. 16 of 1963) which is administered by the Department of Justice and Constitutional Development (DOJ & CD). Therefore any queries regarding the legitimacy of a Commissioner of Oath need to be directed to DOJ & CD.
- k) A B-BBEE sworn affidavit is valid for a period of 12 months calculated from the date the sworn affidavit was commissioned, for example, if the sworn affidavit is commissioned on 12 August 2022, it will expire on 11 August 2023.

C. B-BBEE Certificate issued by the Companies and Intellectual Property Commission

18. **the dtic** through government Gazette Number 38765 published on 6 May 2015, mandated CIPC to issue B-BBEE certificates for EMEs and start-up enterprises, in its efforts to reduce cost of business for small businesses. A certificate issued by CIPC has the same status as a B-BBEE sworn affidavit.
19. Subsequently, CIPC issued a Customer Notice indicating that B-BBEE certificates can be applied for via e-services on the CIPC website (www.cipc.co.za), at CIPC Self Services Terminals when registering or filing Annual Returns.
20. **The following conditions apply when an enterprise uses the CIPC services for obtaining a B-BBEE certificate:**
- a) Only directors of a company or members of close corporations can apply for a B-BBEE certificate.
 - b) Only companies and close corporations with a turnover of less than R10 million can apply via CIPC.
 - c) The enterprise's status must be "In Business".
 - d) All Annual Return filings for the relevant company or close corporation need to be up to date;
 - e) Application for a B-BBEE certificate can be done at any time (not only when registering a company or filing returns), provided that an application for the certificate which is still valid, was not done already.
 - f) Applicant must agree to the B-BBEE terms and conditions.
 - g) A director or member amendment must be filed if the director or member's email address or telephone is not correct or up to date.
21. A CIPC certificate can be submitted to the B-BBEE Commission for attention of Mr. Madidimalo Ramare at MRamare@beecommission.gov.za to confirm if it was generated from the CIPC system. However, on face value, the following information must appear on the certificate:
- a) Name of enterprise, registration number and business address.
 - b) Date of issue and expiry adding to twelve months (e.g 9 June 2018 to 8 June 2019) must be indicated.
 - c) Percentage of total black ownership, black female ownership and total white ownership.
 - d) Certificate number.
 - e) Barcode with tracking number.

- f) Barcode with enterprise number.
- g) B-BBEE Status and procurement recognition level.
- h) **the dtic** logo on the top left corner, and CIPC logo on the top right corner.
- i) CIPC watermark.

D. Determining validity of a B-BBEE Verification Certificate for B-BBEE compliance

- 22. An entity that qualifies in terms of the B-BBEE Act to undergo a B-BBEE verification process, can only do so with a verification professional or agency that has been accredited by SANAS or a B-BBEE Verification Professional Regulator that may be appointed by the Minister of Trade, Industry and Competition.
- 23. B-BBEE verification means the process and activities conducted by a verification professional or agency to assess, verify and validate that the score awarded to a measured entity is a result of individual scorecard elements supplied by a measured entity, and to evaluate B-BBEE transactions in order to provide an indicative B-BBEE score and certification based on the principles of B-BBEE as per the Codes.
- 24. A B-BBEE verification process is important in assuring parties that rely on the score achieved by the measured entity and reflected on their B-BBEE Verification Certificate (refers to the B-BBEE verification certificate issued by the verification professional or agency which reflects the overall B-BBEE Status of a measured entity and scoring allocated for each scorecard element verified in respect of the measured entity) and that the information on which the certificate was issued is acceptable, and has been independently verified, and is free from misstatements.
- 25. Therefore, the role of a verifier is to assess, verify and validate both disclosed and undisclosed B-BBEE related information of the measured entity. The verification thereof should be based on the principles contained in the B-BBEE Act and relevant Codes, by applying the verification methodologies outlined in the Framework for accreditation and verification by all verification agencies (also known as the verification manual) as well as the Accreditation of B-BBEE Verification Agencies document issued by SANAS (also referred to as the R47-03). Important to note that a verifier is not to provide clarity or opinion on interpretation of any B-BBEE matter as such clarity must be sought from the B-BBEE Commission using the contact details mentioned below.
- 26. **A B-BBEE Verification Certificate shall identify the following information:**
 - a) The name and identifiable physical location(s) of the measured entity as per the CIPC records.

- b) The registration and VAT number of the measured entity.
- c) The dates of granting of the B-BBEE score/the period of validity, which is the initial issue date (e.g. 7 October 2021 to 6 October 2022) and the expiry date of the verification certificate.
- d) The revision or reissue date if applicable. .
- e) A unique identification number including revision number if applicable.
- f) The standard and/or normative document, including the issue and/or revision used to evaluate the client (amended codes / specialised or respective sector codes).
- g) The name and/or mark/logo of the B-BBEE verification agency.
- h) The scorecard against which the measured entity has been verified (Generic / QSE).
- i) The B-BBEE status level.
- j) The SANAS Accreditation Symbol on the verification certificate.
- k) The B-BBEE procurement recognition level.
- l) Score per element including total score achieved.
- m) Black ownership percentage.
- n) Black Female ownership percentage.
- o) Black designated group percentage:
 - Black Youth percentage
 - Black Disabled percentage
 - Black Unemployed percentage
 - Black People living in Rural areas percentage
 - Black Military Veterans percentage
- u) Modified flow has been applied, indicate yes or no.
- v) Exclusion principle used, indicate yes or no.
- w) Recent financial year end used (day/month/year).
- x) Discounting principle used, indicate yes / no.
- y) Empowering Supplier status, indicate yes / no.
- z) Name and signature of technical signatory
- aa) Amendments to certificate to be clearly documented.
- bb) A consolidated certificate to state as such and refers to attachment of the measured entities that are consolidated with registration and vat numbers.
- cc) In terms of the reflection of the level and points on the B-BBEE verification certificate, the following is applicable:
 - Participated in Y.E.S Initiative yes / no
 - Achieve Y.E.S Target and 2.5% Absorption yes / no
 - Achieve 1.5 x Y.E.S Target and 5% Absorption yes / no
 - Achieve Double Y.E.S Target and 5% Absorption yes / no

27. The recipient or user of a B-BBEE verification certificate can contact any of the accredited verification professionals or agency that is said to have issued the B-BBEE verification certificate, to request confirmation on the issuance of B-BBEE certificate. The recipient or user is also advised to use the SANAS website to verify the accreditation status, accreditation period and scope of accreditation for the verification professional or agency. The SANAS website also has a list of all verification professionals or agencies whose accreditation status has been withdrawn, or suspended, because a verification professional or agency cannot issue a B-BBEE certificate if the accreditation status has expired, withdrawn or suspended.
28. The recipient or user of the B-BBEE verification certificate, sworn affidavit or B-BBEE certificate issued by CIPC is also allowed, as part of its due diligence processes, to request any relevant additional information or documents from the measured entity in order to validate the credibility of the information recorded on the B-BBEE verification certificate, sworn affidavit/CIPC B-BBEE certificate.
29. It is also the responsibility of the recipient or user of the B-BBEE verification certificate or sworn affidavit/CIPC certificate to specify if measured entities ought to furnish an original or copy including certified copy of the B-BBEE verification certificate or sworn affidavit/CIPC certificate.

E. Penalties as per the B-BBEE Act

30. Trading with an invalid or fraudulent B-BBEE certificate or sworn affidavit/CIPC certificate may constitute an offence in terms of Section 13O (1) (a) of the B-BBEE Act, which state that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the broad-based black economic empowerment status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of Section 13J of the B-BBEE Act. In addition, Section 13A of the B-BBEE Act has empowered organs of state and public entities to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its broad-based black economic empowerment status.
31. If an entity is found to have violated the B-BBEE Act, the B-BBEE Commission is empowered to act accordingly as guided by the B-BBEE Act and this can result in the entity that violated the B-BBEE Act to be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and / or fined. Specifically, an offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

32. In terms of section 13O (2) a verification professional, procurement officer or any official of an organ of state or public entity who becomes aware of the commission of, or attempt to commit any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.
33. This Practice Guide is issued as a guide purely to assist with the interpretation and testing the validity of a B-BBEE verification certificates and sworn affidavit/CIPC certificates, and does not constitute a legal document or ruling of the B-BBEE Commission.
34. This Practice Guide may be updated anytime by the B-BBEE Commission if there are any material changes arising from developments in the application of the B-BBEE Act. In such an instance, an amended version will be published to replace this one.
35. For any queries or further clarity on this Practice Guide, kindly feel free to contact us at the following contact details:

B-BBEE Commission

Private Bag X31

Pretoria

0001

Telephone: +27 12 394 1535 or +27 82 903 6398

Email: MRamare@beecommission.gov.za

Issued by the B-BBEE Commission

19 October 2022

REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION

Act

Published under

GN R1258 in GG 3619 of 21 July 1972
as amended by

GN 1648 in GG 5716 of 19 August 1977
GN R1428 in GG 7119 of 11 July 1980
GN R774 in GG 8169 of 23 April 1982

The State President has, in terms of section 10 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act 16 of 1963), been pleased to make the following regulations:

1 (1) An oath is administered by causing the deponent to utter the following words: 'I swear that the contents of this declaration are true, so help me God'.

(2) An affirmation is administered by causing the deponent to utter the following words: 'I truly affirm that the contents of this declaration are true'.

2 (1) Before a commissioner of oaths administers to any person the oath or affirmation prescribed by regulation 1 he shall ask the deponent-

- (a) whether he knows and understands the contents of the declaration;
- (b) whether he has any objection to taking the prescribed oath; and
- (c) whether he considers the prescribed oath to be binding on his conscience.

(2) If the deponent acknowledges that he knows and understands the contents of the declaration and informs the commissioner of oaths that he does not have any objection to taking the oath and that he considers it to be binding on his conscience the commissioner of oaths shall administer the oath prescribed by regulation 1(1).

(3) If the deponent acknowledges that he knows and understands the contents of the declaration but objects to taking the oath or informs the commissioner of oaths that he does not consider the oath to be binding on his conscience the commissioner of oaths shall administer the affirmation prescribed by regulation 1 (2).

3 (1) The deponent shall sign the declaration in the presence of the commissioner of oaths.

(2) If the deponent cannot write he shall in the presence of the commissioner of oaths affix his mark at the foot of the declaration: Provided that if the commissioner of oaths has any doubt as to the deponent's inability to write he shall require such inability to be certified at the foot of the declaration by some other trustworthy person.

4 (1) Below the deponent's signature or mark the commissioner of oaths shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and he shall state the manner, place and date of taking the declaration.

(2) The commissioner of oaths shall-

- (a) sign the declaration and print his full name and business address below his signature; and
- (b) state his designation and the area for which he holds his appointment or the office held by him if he holds his appointment *ex officio*.

[Subreg. (2) substituted by GN 1648 of 19 August 1977]

5

[Reg. 5 deleted by GN R774 of 23 April 1982]

6 A commissioner of oaths shall not charge any fee for administering any oath or affirmation or attesting any declaration.

7 (1) A commissioner of oaths shall not administer an oath or affirmation relating to matter in which he has interest.

(2) Subregulation (1) shall not apply to an affidavit or a declaration mentioned in the Schedule.

8 Government Notice R1206, dated 15 December 1961, is hereby withdrawn.

General Returnable Schedules

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		
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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:

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T2.2-09: Risk Elements

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

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

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

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

T2.2-10: Proposed Organisation and staffing

“Attached to this schedule is the Organogram/organisational chart displaying/including but not limited to:

- 1. Senior Management, middle management, specialist and operational level structure
- 2. Reporting lines
- 3. Consideration of Key Team Members requested in the evaluation schedules and Scope as may be required for the specific tender
- 4. Roles and Detailed Responsibilities of the staff.”

Attached submissions to this schedule:

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

T2.2-11: Skills Transfer Plan

A Detailed comprehensive, methodical and time-based engineering skills transfer plan with accredited training is required. These requirements include:

- i. List and type of skills to be transferred,
- ii. List of proposed accredited training,
- iii. A detailed training plan and matrix,
- iv. Method of transferring the skills (practical & theory)

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

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.....

.....



T2.2-12: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD6.1 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	_____



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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 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 1 or 2; and

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

DESCRIPTION	POINTS	
	80	90
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	5	3
EME or QSE 51% Black Owned Entities	15	7
Non-Compliant and/or B-BBEE Level 3-8 contributors	00	00
Total points for Price and B-BBEE must not exceed	100	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 Construction Sector 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 Construction Sector 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 in terms of the Construction Sector Charter;
 - ii) a sworn affidavit as prescribed by the Construction Sector 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 Construction Sector Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African



currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

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 Level of Contributor 1 or 2	<ul style="list-style-type: none"> Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted)
EME or QSE 51% Black Owned Entities	<ul style="list-style-type: none"> Audited Annual Financial Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:	<ul style="list-style-type: none"> Sub-contracting agreements; Subcontractors CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE Certificate as per DTIC guideline In case of a joint venture: <ul style="list-style-type: none"> Declaration / Joint Venture Agreement



<p>I. HDI's – Women, Youth and people with disabilities</p> <p>II. Entities with a specified minimum B-BBEE level (1 and 2)</p> <p>III. EMEs and/or QSEs black-owned</p>	<ul style="list-style-type: none"> A consolidated JV B-BBEE scorecard
--	--

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises as issued in terms of the Construction Sector Charter:

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 Construction Sector Codes.

4.5 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as

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.

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 1 or 2: . =(maximum of 03 or 06 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

[illegible]



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 (SBD 4)

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 institution	State

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.



bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



T2.2-13: Schedule of Proposed Sub-contractor

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

- If the tenderer intends to use sub-consultants' staff for evaluation purposes as one of the Key Persons identified in T2.02 Management and CVs of Key Persons, they may do so provided the sub-consultant's company details are listed and attached to this schedule.
- Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.
- Tenderer to provide B-BBEE Certificates for all proposed sub- contractor listed above and attach it to this schedule.
- All agreements between the Main Contractor and Sub-Contractor must be attached to this schedule.

Provide information of the Sub-contractors below:

Name of Proposed sub-contractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

Name of Proposed sub-contractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>



Name of Proposed sub-contractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities		Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

Name of Proposed sub-contractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities		Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

If support is required Simon.Malindi@transnet.net can be contacted for assistance with regards to local business forums/companies/communities.

Specialist Sub-*contractor* listed on this list will be taken into consideration when evaluating Previous Experience.

If the tenderer intends to use sub- *contractor's* staff for evaluation purposes as one of the Key Persons identified in T2.2-04 Pre-qualification Schedule: Key Personnel, they may do so provided the sub- consultants company details are listed and attached to this schedule.

If the specialist Sub-*contractors* are not included on this list, together with the agreements between the sub-contractor and Main *Contractor* The Specialist Sub-*consultants'* experiences will not be taken into consideration.



T2.2-14: Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP / FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the entity / Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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



2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Level

YES	
-----	--

NO	
----	--



T2.2-15: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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



- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.



2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES	
-----	--

NO	
----	--

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

2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/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 _____, 2025

Name: _____

Title: _____

Signature: _____

.....(insert name of
Tenderer/Contractor)

Authorised signatory for and on behalf of

.....(insert name of Tenderer/Contractor) who
warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____

Signature:

2. Name: _____

Signature:



T2.2-16: 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 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



T2.2-17: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify
that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

—

—

—

Indicate nature of relationship with Transnet:

—

—



—

—

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

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

6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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



IMPORTANT NOTICE TO RESPONDENTS

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



T2.2-18: Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that they 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 Consultant (hereinafter referred to as the "Tenderer/Service Providers/Contractor")



PREAMBLE

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

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

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

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

1 OBJECTIVES

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

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



2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with



any operation being managed by, or any transaction which may be affected by the functions of their office.

- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation,



contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human



Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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



- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which



conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No



Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

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



- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e., entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited



to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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



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

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

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

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

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

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

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

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



reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

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



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

Signature

Date



T2.2-19: 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

T2.2-20: 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



T2.2-21 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 (insert name of Company)
per Authority Resolution from
Board of Directors)

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

T2.2-22: Insurance provided by the Consultant

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

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

Insurance against (See clause 81.1 of the PSC)	Name of Insurance Company	Cover	Premium
Liability of the Consultant for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services			
Liability for death of or bodily injury to a person (not an employee of the Consultant) or loss of a damage to property resulting from an action or failure to take action by the Consultant			
Liability for death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract			
(Other)			

1 April 2025

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited
PERIOD: 1 April 2025 to 31 March 2026 (Both days inclusive)
DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals
THE INSURED'S VAT NO: 4720103177
THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30
POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
Insurer : Mirabilis (Santam Limited)
Policy Number : MZAR35023-CAR
The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
Territorial Limits : The Republic of South Africa.
Additional Co-Insureds:
The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:
Insured Contracts :**

any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period); c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities.*
- "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not*

apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000

- Public Relationship Costs - Limited to a maximum of R1,000,000. Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000 R25,000	R15,000	R100,000,001 to
R250,000,000 R50,000	R15,000	
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :

Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132335

Territorial Limits :

The Republic of South Africa.

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:**

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.

- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions. ☐ fines, penalties, punitive and exemplary damages.
 - Pollution unless caused by a sudden, unintended and unexpected occurrence.
 - cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
 - the hazardous nature of asbestos.
 - War And Terrorism Risks.
 - Nuclear Risks.
 - Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
-
- Compulsory Insurance
 - Loss or damage and any consequence therefrom to any Data. •
 - Sanctions Exclusion ☐ Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation,

Authorised Financial Services Provider
Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension Limits Of Indemnity:

Claims Preparation Costs - *R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents - *R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs - *R5,000,000 in the aggregate during the policy period of insurance.

Defamation - *R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright - *R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

Maksure Place, Waterfall Point
Cnr Waterfall & Woodmead Drive
Waterfall City, 2090
Johannesburg South Africa
Tel +27 11 805 0086
Fax 086 762 7356
Email info@maksure.co.za
Web www.maksure.co.za



This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Langa Sigodi

A handwritten signature in black ink, consisting of a long horizontal stroke followed by a loop and a vertical stroke.

Account Executive: Corporate and Global Markets

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07

Authorized FSP Licence Number 44889



T2.2-23: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-24: Forecast Rate of Invoicing

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

Index of documentation attached to this schedule:

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T2.2-25: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....

Consultant:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Consultant:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Consultant:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-consultant 1:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-consultant 2:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-consultant 3:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-consultant 4:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-consultant 5:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-consultant 6:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-consultant 7:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

**Proposed Sub-consultant 8:**

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-consultant 9:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

T2.2-26: SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting

documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

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

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

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



SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

Did your company previously operate under another name?					Yes	No
If YES state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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

Company Banking Details	Bank Name	
-------------------------	-----------	--



Universal Branch Code		Bank Account Number	
-----------------------	--	---------------------	--

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

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

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

Does your company have a valid proof of B-BBEE status?						Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)						1	2	3	4	5	6	7	8	9
Majority Race of Ownership														
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership								
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans										

Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

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

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

in their developmental area e.g. (They might require training or financial assistance etc.)	
GRADUATION FROM ED TO SD BENEFICIARY	
When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT	
A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

Definition of “Black Designated Groups”	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of _____, the annual Total Revenue was
between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

Deponent Signature

.....

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p>

	<p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

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

- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		

3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.1: Form of Offer & Acceptance Offer

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

Provision of a Professional Services Provider to Undertake Feasibility Designs for the New Berthing, Water and Marine Services Staff Facility, including a Satellite Clinic in the Port of Durban for a period of twenty-four (24) months.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the Prices exclusive of VAT is	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 *Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data: Task Schedule (Option G)
Part C3	Scope of Services
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 *Consultant*) within five working days of the date of such receipt notifies *the Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet National Ports Authority, a division of Transnet SOC Limited
Queens Warehouse, Durban, 4001

(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	(Insert name and address of organisation)	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

C1.3: Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

The organisation providing the Performance 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.

Pro forma Performance Guarantee (for use with Option X13)

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

Transnet SOC Ltd
C/o Transnet National Ports Authority
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Guarantee for Contract No: TNPA/2025/03/0009/92856/RFP

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

{Transnet SOC Ltd, Registration No. 1990/000900/30}

(the Employer) and

{Insert registered name and address of the Consultant}

(the Consultant), for

{Insert details of the services from the Contract Data}

(the services).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby provide the following Performance Guarantee, as required under the above Contract, subject to the following conditions:

1. Any reference in this Performance Guarantee to the above Contract / works is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship.
2. The Guarantor's obligation under this Performance Guarantee is restricted to the payment of money.
3. The terms *Employer*, *Consultant*, *Employer's Agent*, services and Completion have the meaning as assigned to them by the conditions of contract stated in the Contract Data for the aforesaid Contract.
4. We renounce all benefits from any legal exceptions which might or could be pleaded against the validity of this Performance Guarantee.
5. The Employer has the absolute right to arrange his affairs with the Consultant 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 Consultant's obligation shall not affect the validity of this Performance Guarantee.
6. This Performance Guarantee will lapse on the earlier of:

- the date that the Guarantor receives a notice from the *Employer's Agent* stating that the Completion Certificate for the whole of the services has been issued, that all amounts due from the *Consultant* as certified in terms of the Contract have been received by the *Employer* and that the *Consultant* has fulfilled its obligations under the Contract, or
- the date that the Guarantor issues a replacement Performance Guarantee for such lesser or higher amount as may be required by the *Employer's Agent*.

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

8. Subject to the Guarantor's total liability referred to in clause 9 below, the Guarantor undertakes to pay the *Employer* the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the *Employer's Agent* to the Guarantor calling up this Performance Guarantee stating that:

8.1 The Contract has been terminated due to the Consultant's default or failure to fulfil its obligations under the Contract and that the Performance Guarantee is called up in terms of this clause 8. A copy of the termination certificate shall be enclosed with the demand;

9. Our total liability hereunder shall not exceed the Guaranteed Sum of:

(say) _____

R _____

10. This Performance Guarantee 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.

11. This Performance Guarantee, accompanied by the required demand notice and termination certificate as per clause 8, shall be regarded as a liquid document for the purpose of obtaining a court order.

Signed at _____ on this _____ day of _____ 202__

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

C1.2: Contract Data Part 1 and 2

C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for main Option	
		G: Term Contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of Rights
		X10: Employer's Agent
		X13: Performance Bond
		X18: Limitation of Liability
		Z: Additional conditions of contract
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	

10.1	The Employer is (Name): Address Having elected its Contractual Address for the purposes of this contract as:	Transnet SOC Ltd. Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001
11.2(9)	The services are	Provision of a Professional Services Provider to Undertake Feasibility Designs for the New Berthing, Water and Marine Services Staff Facility, Including a Satellite Clinic for the Port of Durban
11.2(10)	The following matters will be included in the Risk Register	To be defined per Task Order
11.2(11)	The Scope is in	Part C3.1: Scope of Services
12.2	The law of the contract is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	Two (2) weeks
13.6	The period for retention is	Fifty-Two (52) weeks following Completion or earlier termination
2	The Parties' main responsibilities	
25.2	The Employer provides access to the following persons, places and things	As defined in the Scope or to be defined per Task Order
3	Time	
31.2	The starting date is	03 November 2025
11.2(3)	The completion date for the whole of the services is	03 November 2027
31.1	The Consultant is to submit a first programme for acceptance within	Two (2) Weeks from the contract date



32.2	The Consultant submits revised programmes at intervals no longer than	Four (4) weeks intervals	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	As defined in the Scope.	
41.1	The defects date is	Fifty-two (52) Weeks after Completion of the whole of the services.	
5	Payment		
50.1	The assessment interval is on the	25th (Twenty fifth) day of each successive month.	
50.3	The expenses stated by the Employer are	Item	Amount
		Economy air fares	Expenses/claims/costs pertaining to these items must be specifically and individually approved (in writing) by the Employer before the Consultant incurs any corresponding expense. Expenses will only be paid on a proven cost basis (specifically the submission of a detailed invoices
		Car hire not exceeding group B	
		Accommodation – Protea Group or Town Lodge Group or 3 Star equivalent	
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The currency of this contract is the	South African Rand (ZAR)	
51.5	The interest rate is	the prime lending rate of the Rand Merchant Bank	
6	Compensation events	No additional data required for this section of the conditions of contract	
7	Rights to material	No additional data required for this section of the conditions of contract	
8	Indemnity, insurance and liability		

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

Event	Cover	Period following Completion of the whole of the services or earlier termination
failure by the Consultant to use the skill and care normally used by professionals providing services similar to the services	Professional Indemnity insurance for not less than R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks
death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the Consultant deems desirable in respect of each claim, without limit to the number of claims	0 Weeks
death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Consultant arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.	

	Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R5 000 000.00 (Five Million Rand)
81.1	The Employer provides the following insurances	<p>Professional Indemnity insurance in respect of failure of the Consultant to use the skill and care normally used by Professionals providing services similar to the services</p> <p>General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</p>
82.1	The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</p>
9	Termination	No additional data required for this section of the conditions of contract
10	Data for main Option clause	
G	Term contract	
21.4	The Consultant prepares forecasts of the total Time Charge and expenses at intervals no longer than	4 Weeks

11 Data for Option W1

W1.1	The Adjudicator is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an Adjudicator
W1.2(3)	The Adjudicator nominating body is:	The Chairman of the Association of Arbitrators (Southern Africa)
W1.4(2)	The tribunal is:	Arbitration
W1.4(5)	The arbitration procedure is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Richards Bay, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is 	

12 Data for secondary Option clauses

X1	Price adjustment for inflation	
X1.1	The index is	The "Consumer Price Index (CPI)" for "All Items" as published by Statistics South Africa in Table 1 of the Statistical Release P0141, "Consumer Price Index - Additional Tables".
	The staff rates are	The staff rates are fixed at the Contract Date and are not variable with changes in salary
X2	Changes in the law	
X2.1	The law of the project is	The Law of the Republic of South Africa.
X7	Delay damages	
X7.3	Delay damages for Completion of the whole of the services are	R3 0000 per day capped at 10% of the task order

X9	Transfer of Rights	The Employer owns the Consultant rights over any of the materiel whatsoever prepared for the Services of this Contract by the Consultant. The Consultant provides on request by the Employer's Agent, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other materiel items which transfer these rights to the Employer.
X10	The Employer's Agent	
X10.1	The Employer's Agent is	TBA
	Address	Queens Warehouse 237 Mahatma Gandhi Road Durban 4001
	Tel No.	TBA
	Email Address	TBA
	The authority of the Employer's Agent is	The Employers Agent is delegated to carry out all the actions of the Employer in this contract with the exception of those required by clauses 51.1, 90, 91 and 92 (Termination)
X13	Performance Bond	
X13.1	The amount of the performance bond is	5% of total of the Prices including VAT.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The Cost of correcting the Defect.
X18.3	The <i>end of liability date</i> is	Five (5) Years after Completion of the whole of the services.
Z	Additional conditions of contract	
	The additional conditions of contract are	
Z1:	Obligations in respect of Joint Venture Agreements	



<p>Z1.1</p>	<p>Insert the additional core clause 21.5</p> <p>21.5.1 In the instance that the Consultant is a joint venture, the Consultant shall provide the Employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract starting date.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; <p>Written confirmation by all of the constituents:</p> <ol style="list-style-type: none"> i. of their joint and several liability to the Employer to Provide the services; ii. proof of separate bank account/s in the name of the joint venture; iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the Consultant's representative; iv. Identification of the roles and responsibilities of the constituents to provide the services. <ul style="list-style-type: none"> • Financial requirements for the Joint Venture: <ol style="list-style-type: none"> i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture;
<p>Z1.2</p>	<p>Insert additional core clause 21.6</p> <p>21.6. The Consultant shall not alter its composition or legal status of the Joint Venture without the prior approval of the Employer.</p>



Z2	Additional obligations in respect of Termination	
Z2.1		<p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings • repudiated this Contract
Z2.2		<p>Clause 90.5 is added as an additional clause Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.</p>
Z3	Additional obligations in respect of Termination	
	Z3.1	<p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • Commenced business rescue proceedings (R22) • Repudiated this Contract (R23)
	Z3.2 Termination Table	<p>The following will be included under core clause 90.2 Termination table as follows:</p>
	Z3.3	<p>Amend "A reason other than R1 – R21" to reason other than R1 – R23"</p> <p>Amend "R1 – R15 or R18" to "R1 - R15, R18, R22 or R23"</p>
Z4	Right Reserved by Transnet to Conduct Vetting through SSA	



Z4.1		<p>The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Consultant who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z5	Additional Clause Relating to Collusion in the Construction Industry	
		<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
Z6	Protection of Personal Information Act	<p>The Employer and the Consultant 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.</p>
Z7	Consultant's Responsibility for the Design	<p>The Consultant shall be fully liable and responsible for the engineering design as Annexed to the Scope, which was produced and provided by Others. The Consultant shall not provide an alternate design.</p> <p>The Consultant shall not change the design in any way whatsoever that contradicts the original design to the point where it alters or changes the basis upon which the provided design was produced. Any minor alterations or amendments to the design during construction are subject to the approval of the Employer's Agent. The Consultant shall take full responsibility for the design.</p>

		<p>Failure by the Consultant to take full responsibility for the postulated design shall result in breach of this contract. At contract stage the design provided by Others as Annexed to the Scope, shall become the Consultant's design. As such, the Consultant shall sign off the As-Built drawings after construction and bear the full engineering responsibility in terms of the "Duties of Designer" as described under clause 6, GRN 84 of the Construction Regulations (Act 85 of 1993) for the services.</p> <p>In addition, the Consultant shall provide the services equivalent to Stage 5 as per the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Act No.46 of 2000.</p> <p>The Consultant takes on the responsibility of a "registered person" in accordance to the ECSA Code of Conduct.</p>
Z8	Additional Clause Relating to the Employer's rights to take appropriate action	
Z8.1		Any declared, exposed or confirmed tender rigging.
Z8.1.1		<p>The Consultant further undertakes:</p> <p>not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.</p>
Z8.1.2		<p>To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.</p>
Z8.1.3		<p>The Consultant's breach of this clause constitutes grounds for terminating the Consultant's obligation to Provide the Services or taking any other action as appropriate against the Consultant (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.</p>

Z8.1.4		If the Consultant is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract forthwith and take any other action as appropriate against the Consultant (including civil or criminal action).
Z8.2	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z8.3	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z9	Time	
Z9.1		<p>Clause 33.2. is added as an additional clause.</p> <p>The Employer may at any time suspend part or all of the services. As a consequence, if the Consultant is required to demobilise and then remobilise its staff and equipment, the Consultant will be reimbursed at cost. The Consultant will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z10	Compensation Events	
Z10.1		Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the Consultant.
Z11	Limitation of liability	
Z11.1		<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the Consultant to the Employer applies jointly and severally across all organisations comprising of the Consultant.</p>
Z12	Additional clauses relating to cession of rights	

Z12.1		Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the Employers' Agent or Adjudicator does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z13	Employer's Step in rights	
Z13.1		If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .
Z13.2		The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent works) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.
Z14	First Assessment Interval	
		In the event that the <i>Consultant</i> is not loaded on the vendor data base, the <i>Employers Agent's</i> first assessment of the amount due will be done once the <i>Consultant</i> has been successfully loaded as a vendor on the <i>Employer's</i> data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC PSC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the starting date

C1.2 Contract Data

Part two - Data provided by the Consultant

The tendering Consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN)¹ 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 152 to 159 of the PSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The Consultant is (Name): Address Tel No. Fax No.	
22.1	The Consultant's key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
Info.		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The staff rates are:	Refer to Part C2.2
25.2	The Employer provides access to the following persons, places and things	As defined in the Scope of Services
G	Term contract	
11.2(25)	The task schedule is in	Refer to Part C2.2

Part C2: Pricing Data

C2.1 Pricing Instructions – Option G

PART C2: PRICING DATA

Document reference	Title: Provision of a Professional Services Provider to Undertake Feasibility Designs for the New Berthing, Water and Marine Services Staff Facility, Including a Satellite Clinic for the Port of Durban	No of pages
C2.1	Pricing instructions: Option G: Term Contract with task orders	2-3
C2.2	Activity Schedule (Option G)	4-9

C2.1 Pricing assumptions: Option G

1. *The conditions of contract*

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

Clause 11 in NEC3 Professional Services Contracts, June 2005, (or latest amendments) Option G states:

(17) The Price for Services Provided to Date is, for each Task, the total of

- the Time Charge for work which has been completed on time-based items on the Task Schedule and,
- a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.

(18) The Prices are

- the Time Charge for items described as time-based on the Task Schedule and
- the lump sum price in the Task Schedule for each other item.

(19) A Task is work within the services which the Employer may instruct the *Service Provider* to carry out within a stated period of time.

(20) Task Completion is when the *Service Provider* has done all the work which the task Order requires him to do by the Task Completion Date, and corrected defects which would have prevented the Employer or Others from using the services and Others from doing their work

(21) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

(22) A Task Order is the Employer's instruction to carry out a Task.

(25) The Task Schedule is the task schedule unless later changed in accordance with this contract.

Measurement and Payment

- 1.2.1 The Task Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in South African Rands, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed task and/or milestones** as indicated on the Task Schedule.
- 1.2.3 The Task Schedule work breakdown structure provided by the *Service Provider* is based on the Task Schedule provided by the *Employer*. The tasks listed by the *Employer* are the minimum tasks acceptable and identify the specific tasks which are required to achieve Completion. The task schedule work breakdown structure is compiled to the satisfaction of the *Employers' Agent* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Service Provider's* detailed Task Schedule summates back to the Task Schedule provided by the *Employer* and is in sufficient detail to monitor completion of tasks related to the Accepted Programme in order that payment of completed tasks may be assessed.
- 1.2.5 The short descriptions in the Task Schedule are for identification purposes only. All work described in the Scope is deemed included in the tasks.
- 1.2.6 The Task Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Tasks in multiple currencies are separately identified on both the Task Schedule and the Accepted Programme for each currency.

The tendered total of the prices as stated in the Contract Data is obtained from the Task Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

The expenses are:

Category		Basis of expense, excluding VAT	Applicable parameter
1	Subsistence allowance	Amount per day	%
2	Factor applied to costs for the excavation of test pits, boreholes, drilling, testing and sampling and making good.	Factor times cost	Factor =
3	Factor applied to transportation costs and accommodation	Factor times cost	Factor =
4	Private car or MPV		
4.1	Engine capacity less than or equal to 1600 cc	Cost per km in Rands	R /km
4.2	Engine capacity greater than 1600 cc		R /km
5	Pick up vans and bakkies		
5.1	Engine capacity less than or equal to 1600 cc	Cost per km in Rands	R /km
5.2	Engine capacity greater than 1600 cc		R /km

C2.2 Pricing Schedule

The *staff rates* are:

Category		Basis of <i>staff rate</i> , excluding VAT	Applicable parameter
1	Director or member providing strategic guidance in planning and executing a project and performing quality management checks.	Rate per hour in Rand	R \ hour
2	Professionals who provide advice at a level of specialization where such advice is recognized as that of an expert		R \ hour
3	Professionally qualified staff, with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to a project.		R \ hour
4	Salaried technical staff with adequate expertise and relevant experience performing work with direction and control provided by any person contemplated in categories 1, 2 or 3.	Cents per hour for every R100 total annual cost of employment	c/hr/R100
5	Casual labour employed on a daily basis	Factor times daily market related wage	Factor =



C2.3 Task Schedule

The *Employer's* Task Schedule is listed below and is a summation of the Tenderers Task Schedule. The *Service Provider* can make reference to his Task Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the *Service Provider* may expand the description of the activities to suit his particular methods within the line item in the Task Schedule. This should be done by addition of sub-activities. This will assist the *Employer* with comparison of the pricing, for each of the tasks. The *Service Provider* must attach pricing breakdown in line with his particular pricing methods.

DESCRIPTION OF THE SERVICES: PROVISION OF A PROFESSIONAL SERVICES PROVIDER TO UNDERTAKE FEASIBILITY DESIGNS FOR THE NEW BERTHING, WATER AND MARINE SERVICES STAFF FACILITY, INCLUDING A SATELLITE CLINIC IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.



Item	Activity Description	Unit	Amount
1.	TASK ORDER 1 – CONCEPT ENGINEERING WORKS		
1.1	<p>The <i>Service Provider</i> shall produce concept design reports, drawings, study reports, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the development of New Berthing, Water And Marine Services Staff Facility, including a Clinic for the Port of Durban. Activities are not limited to:</p> <ul style="list-style-type: none"> • Mobilization and De-mobilization • All contract management meetings • Meetings and Workshops • Disbursements • Presentations to <i>Employer</i> • Underground Service Detection and Proving of Services • Geotechnical Investigation and Report • Topographic Survey and Report. • Co-ordinated Service Layout Drawings • Condition Assessment and Report • AMAFA: Enquiry, Submission and Approval • Environmental Screening Studies (desktop and site ground truthing) • Concept Options Report • MCA Report with Preferred Option • Preliminary Design Criteria Report • High Level Cost Estimate and Schedule • Risk Workshop and Report • Constructability Plan • Supply 3D rendered drawings. 	Sum	R
SUBTOTAL TASK ORDER 1			R
2	TASK ORDER 2 – FURTHER DESIGN OF PREFERRED OPTION UP TO 50% LEVEL OF DESIGN		
2.1	<p>The <i>Service Provider</i> is to develop the chosen option from Task Order 1 above up to a 50% level of engineering design. Activities are not limited to:</p> <ul style="list-style-type: none"> • Project Meetings 	Sum	R

DESCRIPTION OF THE SERVICES: PROVISION OF A PROFESSIONAL SERVICES PROVIDER TO UNDERTAKE FEASIBILITY DESIGNS FOR THE NEW BERTHING, WATER AND MARINE SERVICES STAFF FACILITY, INCLUDING A SATELLITE CLINIC IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.



Item	Activity Description	Unit	Amount
	<ul style="list-style-type: none"> Presenting 50% level detailed engineering designs and reports for all disciplines and PLP Gate Review Reports and drawings Functional specifications, including, but not limited to (Civil, Structural, Mechanical (HVAC & Fire), Electrical, Electronics and Architectural) Development of EPC Works Information Development of BOQ/Activity Schedule, Cost Estimate and Functional Evaluation Criteria documents for EPC Tender Development of Schedule for remaining stages, Basis of Schedule Report, Quantitative Risk Analysis and WBS. Establish EPC Gate Review Deliverables Gate Review Municipality engagements Finalize Reports and obtain approval 		
	SUB TOTAL TASK ORDER 2		R
3	TASK ORDER 3 – ENVIRONMENTAL IMPACT ASSESSMENT INCLUDING ALL SPECIALIST STUDIES & APPROVALS		
3.1	<i>Service Provider</i> to conduct an EIA after finalisation of preferred engineering model in Task Order 2. Activities are not limited to: <ul style="list-style-type: none"> Project Meetings Environmental Work Plan Environmental Design Basis Report Environmental Specialist Studies Environmental Impact Assessment Obtaining Authorisations, Permits and Licenses Management of appeals 	Sum	R
	SUBTOTAL TASK ORDER 3		R
	GRAND TOTAL (Task order 1,2 & 3)		R
	TOTAL CARRIED FORWARD TO FORM OF OFFER (EXCLUDING VAT)		R

The *Service Provider* to provide the list of resources and hourly rates:

4	RESOURCE	RATE
4.1		R
4.2		R
4.3		R
4.4		R
4.5		R
4.6		R
4.7		R
4.8		R
4.9		R
4.10		R
4.11		R
4.12		R

Part C3: Scope of Services

PART 3: SCOPE OF SERVICES

Document reference	Title: Provision of a Professional Services Provider to Undertake Feasibility Designs for the New Berthing, Water and Marine Services Staff Facility, Including a Satellite Clinic for the Port of Durban	No of pages
	This cover page	1
C3.1	Works Information	26
	Total number of pages	27



C3.1: THE SCOPE

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Glossary

The definitions listed below apply to this document.

Abbreviations	Definition
ANSI	American National Standards Institute
BBBEE	Broad-Based Black Economic Empowerment
BOQ	Bill of Quantity
BS	British Standards
CBS	Cost Breakdown Structure
CUI	Common User Infrastructure
DoA	Delegation of Authority
EA	Environmental Authorisation
ECSA	Engineering Council of South Africa
e.g.	For Example
EIA	Environmental Impact Assessment
EPCM	Engineering, Procurement and Construction Management
ESG	Environment and Social Governance
Etc.	Etcetera
EPC	Engineering, Procurement and Construction
FEL	Front End Loading
FSU	Floating Storage Unit
HAZOP	Hazard and Operability Study
H&S	Health and Safety
i.e.	That Is
ISO	International Standards Organisation
km	Kilometre/s
MCA	Multi-Criteria Assessment
NEC	New Engineering Contract
OHS Act	Occupational Health and Safety Act



Abbreviations	Definition
PLP	Project Lifecycle Process
PPE	Personal Protection Equipment
QA	Quality Assurance
QC	Quality Control
QRA	Qualitative Risk Analysis
RFP	Request for Proposal
SANS	South African National Standards
SHEQ	Safety, Health, Environment and Quality
SI	International System of Units (metric)
SOC	State Owned Company
SoW	Scope of Work
SMME	Small Medium and Micro Enterprises
SSD	Sustainable Development Design
TNPA	Transnet National Ports Authority
Transnet	Transnet SOC Ltd
VAT	Value Added Tax
WBS	Work Breakdown Structure
%	Percentage
2D	Two Dimensional
3D	Three Dimensional
PrCPM	Professional Construction Project Manager
PMI	Project Management Institute, USA
PMP	Project Management Professional
FEED	Front-End Engineering Design



1. Executive Overview

Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight commercial Ports located in the various provinces in South Africa (SA). To improve its service offering, TNPA will undertake critical projects to create the necessary Port capacity ahead of demand.

This is in line with Transnet Segment Strategy that refocuses the business towards growth initiatives in various segments. In response to this strategic drive, TNPA has established the KwaZulu-Natal Logistics Hub (KZN LH) Programme to focus on the delivery of critical projects in the Durban and Richards Bay Ports that drive the necessary growth.

Some of the key projects for the Programme include:

- Point Automotive Terminal (PAT) expansion, which includes various enabling initiatives that require the relocation of staff and demolition of the T-Jetty as well as all associated infrastructure.

The primary purpose of this project is to relocate Berthing and Water Services staff from their current staff facilities which are within the area earmarked for the PAT expansion. The proposed area for the new consolidated staff facility has an existing building which accommodates Marine Staff and a clinic. The condition of these buildings is unknown, and the *Service Provider* will be required to establish whether these buildings can be extended for the new consolidated facility or would need to be demolished to create sufficient space for a completely new building.

TNPA has initiated this project to design and construct a new consolidated staff facility for the Berthing, Water Services, and Marine Services departments, which will also house a satellite clinic. This facility is aimed at improving operational efficiency, safety, and comfort for TNPA employees, while consolidating resources into one modernized building.



In meeting the outlined objectives TNPA plans to go out to market through a turn-key Engineering, Procurement and Construction (EPC) development of the above scope of works. This particular tender scope is limited to concept design development, a MCA to establish the most feasible option and producing the Front-End Engineering Design (FEED) up to 50% of the design completed and complete scoping inclusive of all client requirements and specifications for the EPC tender.

The Scope of Services has been split into three task orders as follows:

- Task Order 1 –Confirmation of options, layout engineering design work and all relevant studies.
- Task Order 2 – Preliminary designs of preferred option up to.
- Task Order 3 – Environmental Impact Assessment.



Image 1: Proposed area for the new Berthing, Water and Marine Staff Facility



2. Description of Works

2.1 The Objective of the Services

The primary objective of the service is to conduct a pre-feasibility study (MCA) and produce functional specifications and preliminary designs (Front-End Engineering Designs) to 50% together with EIA requirements. This pre-feasibility phase will provide a comprehensive design and engineering services for the development of the new Berthing, Water and Marine staff facility.

The task order deliverables are to get the project to a stage where the Employer can go out to market for a turn-key Engineering, Procurement and Construction (EPC) development of the above scope of works. This tender scope is limited to producing the Front-End Engineering Design (FEED) up to 50% of the design completed and complete scoping inclusive of all client requirements and specifications for the EPC tender.

2.2 Scope of Services Summary

The *Service Provider* must undertake amongst other generally accepted project management requirements:

- a) Undertake Specialist Studies
- b) Produce Architectural layouts and detailed Engineering designs which must include sustainable development designs
- c) Produce cost estimates for subsequent phases
- d) Prepare all relevant reports across all disciplines
- e) Prepare Functional Specifications for all disciplines
- f) Manage its contracted service providers
- g) Engage relevant stakeholders (i.e., Port of Durban officials and interested parties).
- h) Provide monthly progress reports



The *Service Provider* shall be responsible for providing and managing the necessary resources, technology and specialists required to carry out all aspects of this phase deliverables.

The *Service Provider's* scope of services includes. However, it is not limited to:

- a) Provision of Project Management, Engineering Design and Project Support Services in consultation with TNPA & its Stakeholders to deliver on the new Berthing, Water and Marine Staff Facility.
- b) Undertake desktop studies and site investigations.
- c) Confirmation and compilation of the design basis, study reports, design criteria, EPC scope and accompanying documents required for the new Berthing, Water and Marine Staff Facility development.
- d) Confirmation of the Employer's requirements for the execution phase.
- e) Develop and present concept design options.
- f) Conduct a Multi-Criteria Assessment (MCA) for each option and recommend an option for the design as a concept layout.
- g) The MCA must include an option for refurbishing the current Marine Services building, depending on the viability of the option as determined by the condition assessment.
- h) Review existing study reports, if available and conduct additional studies if information is inadequate.
- i) Develop and present the General Arrangement Layouts for the preferred option.
- j) Familiarisation with the standards, procedures, procurement policies, all other governance requirements for both TNPA and Local Authorities.
- k) Management of the verification of underground services and project boundaries.
- l) Verification and confirmation of the servitudes.
- m) Verification of the existing as-built drawings of infrastructure and services where available.



- n) Conduct a geotechnical investigation for all the development sites by appointing/managing a competent geotechnical Contractor and preparing a geotechnical report(s).
- o) Prepare the scope of work and undertake all required land surveys, topographical surveys.
- p) Verification of the list of work packages and finalisation thereof.
- q) Compilation of the project estimate per work package including the related Activity Schedule for the whole project.
- r) Documentation including the assumptions which form the basis of the cost estimate and schedule.
- s) Provision of a cash flow plan in line with the proposed schedule linked to relevant work packages during that period/project phase.
- t) Identify risks and compile a risk register.
- u) Provision for the involvement of the Employer in the design and risk reviews.
- v) Provision of the required engineering project specifications per the Employers requirements for the next phase (design) of the project. Specifications may not exist, and the Tenderer must allow for the development of detailed specifications within their bid. These specifications will be utilised for the EPC.
- w) Engineering interface meetings and compilation of minutes for all meetings.
- x) Obtain engineering and design acceptances.
- y) Production of the basis of the schedule and provide an integrated schedule covering all task orders.
- z) Maintenance of a document control process.
- aa) Maintenance of a document review procedure whereby documents are formally reviewed by identified stakeholders and representatives.
- bb) Maintenance of a cost control system inclusive of all requirements.
- cc) Provision of project monthly reports as per the prescribed dashboard format.
- dd) Implementation of Change Management and change control in line with TNPA project policies and procedures.



- ee) Development and update of Project Risk Register.
- ff) Maintenance and management of a Risk Management Plan correct others the same.
- gg) Performance of a value engineering review on the selected design.
- hh) Finalization of the options and layout designs and FEED to 50%.
- ii) Review and management of compensation events.
- jj) Prepare reports and relevant presentation slides for monthly progress meetings and any other meeting related to the output of this scope of work.
- kk) Chair monthly progress meetings and produce records/minutes of the meeting.
- ll) Produce 3D drawings and artistic impressions of the preferred option.
- mm) For subsequent project phases (detailed design), develop the Works Information, BOQ/Activity and other procurement deliverables for tender purposes (of the EPC *Service Provider*) and assistance in EPC Business Case development.
- nn) Assist with development and presentation of a positive Business Case to TNPA CAPIC together with the appointed *Project Manager* by TNPA to inform increase in ETC.
- oo) Interface management between Employer's Teams and *Service Providers'* Teams.
- pp) Submission of reports, drawings and documents, amendments (as required by Employers team) and ensure Client approval.
- qq) Prepare and supply of Project-Close-Out documentation.
- rr) Prepare a Close-out for each project phase and provide the necessary input for the next project phase.

The following specialist studies will be scoped, managed and executed by the *Service Provider* during this Pre-feasibility phase of the project:

- a) Condition Assessment of current Marine Services building.
- b) Geotechnical investigations.
- c) Topographic surveys.
- d) Service detection.



- e) Conduct a Risk Assessment for the project covering risk exposures to the entire port. (Project & technical risks).
- f) Enquire with AMAFA regarding any approvals required for the demolition and/or extension of the current Marine Building.
- g) Undertake relevant heritage specialist studies to obtain AMAFA approval.
- h) Environmental screening as per regulatory requirements and approvals and carry out EIA as required.
- i) Detailed constructibility plan.

The success of this phase depends on the *Service Providers* ability to:

- a) Select resources with the required experience, skills and attitude.
- b) Efficiently mobilise the necessary resources.
- c) Work closely with TNPA for any relevant information, guidance, and support.
- d) Manage stakeholder expectations (internal & external).
- e) Effectively manage Sub-Contractors and specialists.
- f) Foster Team integration.
- g) Manage conflict and a changing business environment.

In addition, for effective execution, the *Service Provider* shall:

- Supply all necessary tools, techniques and support.
- Gather relevant data from internal and external stakeholders under the guidance and support of TNPA.

2.3 Award of the Contract

TNPA will enter a Professional Services Contract for this project.



3. Deliverables

3.1 TASK ORDER 1

The *Service Provider* shall undertake desktop studies, specialist studies and site investigations, produce concept design planning reports, concept drawings, study reports, schedules, cost estimates, constructibility sequencing, risks and assumptions associated with the work package.

3.1.1 Level of Design for Concept Study

Produce at least three design concepts with associated cost and time implications. These designs must then be evaluated using a MCA assessment tool for the proposed facility. One of the options to be considered must be the refurbishment and expansion of the current Marine Services building, dependent on the condition assessment.

3.1.2 Condition Assessment

The *Service Provider* will undertake a condition assessment of the current Marine Services building to establish whether the building can be refurbished and further extended, to establish the viability of including this as an option for the MCA. Should the building not be in a good state for refurbishment and expansion, the building will have to be demolished to create space for the new facility.

3.1.3 Geotechnical Investigation

The *Service Provider* will undertake all required geotechnical investigations which will include but is not limited to soil sampling, borehole data and loading capacity. The *Service Provider* will prepare the scope of works for all the required geotechnical investigations required for this project, issue bids to the market and manage service providers. The scope includes but not limited to:



- Review historical information.
- Conduct a desktop study.
- Undertake geotechnical investigations.
- Submit a draft interpretative report for review.
- Submit a final interpretative geotechnical report.

3.1.4 Surveys

The *Service Provider* will prepare the scope of works and undertake all required land surveys, topographical surveys, and service detection.

3.1.5 Early Works

Any “early works” packages shall be established by the *Service Provider* in this study.

3.1.6 Develop Preliminary Estimates

Prepare and complete the cost estimates for the scope of works based on the concept designs. Based on the risk profile, a contingency value will be determined at this stage for the total project cost. This estimate will become the basis for developing the project’s business case.

3.1.8 Project Schedule

Prepare and complete a preliminary schedule based on the concept design. Based on the risk profile, sufficient time allowance will be made to baseline the schedule for full project execution for each project in the scope. This schedule will become the basis for the project’s business case.



3.1.9 Stakeholder Engagement

The *Service Provider* will undertake the following:

- Prepare, complete a stakeholder metrics and engagement process.
- Facilitate stakeholder engagement.
- Draw up a stakeholder feedback report.
- Propose mitigations to address any stakeholders' concerns.
- Focus should be on the MCA process at this concept stage.

3.1.10 Environmental Investigations

- a) The *Service Provider* will have to compile all relevant environmental outputs as per the Transnet PLP Concept and Pre-feasibility stages guide. These outputs will include but not be limited to the environmental work plan, environmental data, baseline data, identification of the required specialist studies, permitting and licensing requirements and applicable Environmental laws and regulations.
- b) An Environmental Screening Report must be submitted as a deliverable. This Environmental Screening Report must be based on undertaking both desktop and site verification exercises.
- c) An enquiry with AMAFA must be lodged regarding the extension and/or demolition of the existing Marine Building and all specialist studies to be undertaken as part of the submission to AMAFA for approval of the demolition and/or extension, based on the Condition Assessment Report findings.



3.2 TASK ORDER 2

3.2.1 Preliminary Design

The deliverables will be the FEED of the chosen and preferred option from Task Order 1 to 50% of engineering to conclude an Employer's scope of work for a turn-key EPC tender.

The preferred option chosen via the MCA will become the basis of the FEED, which will be designed up to 50%. All design and employer specifications will need to be produced by the *Service Provider*.

The following design considerations will be taken into account:

- a) Design Development: Develop the preferred option from the conceptual design to a preliminary level of detail. This includes detailed architectural, structural, mechanical, and electrical designs.
- b) Utility Services Integration: Design all necessary utility connections, including water, electrical, and ICT infrastructure, ensuring alignment with TNPA standards.
- c) Environmental and Safety Systems: Design of fire detection and suppression systems, emergency evacuation plans, access control and security systems.
- d) Sustainability Integration: Ensure the design incorporates solar panels, heat pumps, and water-saving systems.

3.2.2 EPC Tender Deliverables

The *Service Provider* must produce all tender documentation for the EPC Tender as follows:

- a) Works Information
- b) Basis of Design Report (all disciplines)
- c) Activity Schedule/BOQ



- d) Tender Functional Evaluation Criteria for approval by Employer
- e) Tender Returnables for the EPC scope for approval by Employer
- f) Baseline Schedule for remaining stages
- g) Basis of Schedule Report
- h) User Requirement Specifications (Facility End User for entire Berthing, Water, Marine Services and Clinic).
- i) Quantitative Risk analysis (QRA) to determine contingencies for cost and schedule.
- j) Work and Package Breakdown Structure (Fully Priced to give the Employer an indicative price).
- k) Detailed Quality Requirements Specification (Construction Requirements).
- l) Clearly articulate Health, Safety and Environmental standards that must be adhered to during project execution.
- m) Operational Performance Requirements
- n) Participate in a Gate Review set up to establish all gate review deliverables (to be incorporated in the ECP Tender document) for a Gate Review that will take place after the detailed design phase i.e. before Construction.
- o) Engagements with external Stakeholders such as eThekweni Municipality in order to align on design principles and outputs for EPC.

3.2.3 Engineering Deliverables

Outlined below are the minimum deliverables to be met for the FEED to be developed up to 50%:

3.2.3.1 Architectural

- a) Undertake the necessary design development and modifications to the accepted MCA concept design.
- b) Prepare all floor layout plans, sections, elevations, site plans.
- c) Provide 2D and 3D drawings GA's.



- d) Interior design layout - Bespoke Fit-out GA's (e.g. Reception/Kitchen and Amenities, Ablutions, Change Rooms etc.).
- e) Interior design layout - Space Planning & Office Layouts.
- f) Door/Window/Finish Schedules.
- g) Functional Specifications.

3.2.3.2 Structural

- a) Undertake the necessary concept development and concept layouts required for confirmation of layout of Ground floor circulation parking area, internal hanger dimensions) and co-ordinate these to the Architectural layouts;
- b) Design layouts suitable for tender; and
- c) Functional Specifications.

3.2.3.3 Civil

- a) Undertake the necessary concept development and modifications required for concept layout of stormwater, sanitation and internal roads integration with adjacent properties, as well as defining municipal interface/battery limits;
- b) Design layouts suitable for tender; and
- c) Functional Specifications.

3.2.3.4 Mechanical: Building, Wet Services and HVAC

- a) Undertake a concept level OHSA operational review with the Client to ensure satisfactory input of any OHS requirements into the concept stage
 - Facilitate Client OHSA Risk Review
 - OHSA Report and Specification
 - OHSA
- b) Review Layout Drawing
- c) Functional Specifications
- d) Design layouts suitable for tender.



- Potable and fire water distribution and ground hydrant mains
 - Wet services (plumbing & drainage)
- e) Functional/Partial design of mechanical elements i.e. Plot Plan, Schematics &
- f) Data Sheets (i.e. a Sum Item/Design & Build by contractor strategy) for items such as lifts, HVAC etc.

3.2.3.5 Mechanical: Fire Services

- a) Undertake the necessary concept Fire Planning and layouts
- Facilitate Client Fire Risk Review
 - Fire Plan Report
 - Site Fire Plan Layout
- b) Functional specifications
- c) Functional/partial design of fire systems i.e. Plot plan, schematics & data sheets (i.e. A Sum Item/ Design & Build by contractor strategy) for items such as Site Area Fire Systems, Office Internal Fire Systems etc.

3.2.3.6 Electrical

- a) Undertake the necessary concept Electrical zoning plan
- Facilitate Client Zone Review
 - Fire Zone Report
 - Site Zone Plan Layout
- b) Electrical specifications; and
- c) Design & detail layouts including line lists, SLD's, DB layouts etc.

3.2.3.7 Electronics

- a) Electrical and Electronics functional specifications.



3.3 TASK ORDER 3

This task order addresses the EIA Phase report. As such, the *Service Provider* will conduct a full Environmental Impact Assessment (EIA) and obtain all necessary environmental authorisations, permits and licenses, associated with the New Berthing, Water and Marine Services Staff Facility.

3.4 OTHER DELIVERABLES AND SPECIALIST STUDIES

The Service Provider is required to deliver to the Employer as a minimum the following:

- Design Basis Report.
- All Detail design reports (environmental input).
- Schedule showing critical project milestones (environmental input).
- Project cost estimate (environmental input).
- Monthly progress reports.
- Specialist Study Reports including but not limited to:
 - Professional Ecological Impact Statement (Aquatic, Fauna and Flora, Marine, Avi-Fauna etc.)
 - Visual Impact Assessment
- Final Environmental Impact Assessment Report.
- Relevant Environmental Authorisations, Permits and Licensing (if required).

NOTE: Specialist studies to be undertaken as per the recommendations of the Environmental Screening Report (Task Order 1)

4 MANAGEMENT OF CONTRACT

The *Service Provider* will not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of TNPA. The *Service Provider* will obtain the permission and approval of TNPA before engaging any media or Stakeholder.



5 REQUIRED RESOURCES

The Service Provider's team shall as a minimum comprise the following key personnel:

Resource	Relevant Qualification (minimum)	Professional Registration	Experience (minimum post graduation)
Project Manager	NQF Level 7 Engineering or Built Environment	Registration as a PMP (PMI) and/or PrCPM (SACPCMP)	8 years
Architect	NQF Level 9 (Architecture)	Registration as a Pr. Architect (SACAP)	8 years
Mechanical Engineer	NQF Level 8 (BSc. or B.Eng)	Pr. Eng (ECSA)	8 years
Quantity Surveyor	NDF Level 7 (Quantity Surveying)	Pr. QS (SACQSP)	8 years
Structural Engineer	NQF Level 8 (BSc. or B.Eng)	Pr. Eng (ECSA)	8 years
Civil Engineer	NQF Level 8 (BSc. or B.Eng)	Pr. Eng (ECSA)	8 years
Electrical Engineer	NQF Level 8 (BSc. or B.Eng)	Pr. Eng (ECSA)	8 years
Fire Engineer	NQF Level 8 (BSc. or B.Eng)	Pr. Eng (ECSA)	8 years
Environmental Specialist	NQF Level 8 (MSc or BSc. Hns)	EAPASA	8 years
Health and Safety Manager	NQF Level 6 or SAMTRAC qualification	CHS Practitioner (SACPCMP)	8 years

Other Specialists may be required during the course of the project and the requirements for these specialists will be determined and communicated via the *Project Manager*.



6 ANTICIPATED TIMELINES AND KEY ACTIVITIES FOR THE WORKS

The following milestone durations are given to the *Service Provider* to assist with planning and design to fit the planned facility handover date to achieve the project's planned completion date. These are provisional dates that are subject to change without financial implications to the *Employer*.

Description	Forecast Date
TASK ORDER 1	(4 Months Duration)
All Studies Complete	TBC
Develop Options	TBC
Conduct MCA	TBC
Finalize Concept Layout	TBC
Preliminary Engineering Design	TBC
TASK ORDER 2 – Preliminary design development	(6 Months Duration)
Start detailed design to 50% of the preferred engineering option	TBC
Finalise and produce an engineering report	TBC
Produce all Scoping Deliverables	TBC
Update Business Case	TBC
TASK ORDER 3 – Full Environmental Impact Assessment	(12 months Duration)
Start full EIA with documents from pre-feasibility studies	TBC
Draft Environmental Impact Report, Public participation	TBC
Environmental Impact Assessment	TBC



Description	Forecast Date
Obtaining Authorisations, Licences and permits.	TBC

7 CONTRACT CHANGE MANAGEMENT

For ease of communication, standard templates shall be used for contract change management. The *Service Provider* shall send all correspondence concerning contract change management, i.e., early warnings and notifications of compensation events, on the standard templates provided.

Records of Claims, Payments & Assessments of Compensation Events must be kept by the *Service Provider*.

The *Service Provider* shall always keep the following records for the Employer's Agent to inspect:

- Records of people and equipment within the working areas.
- Records of *Sub-Service Providers* appointed by the *Service Provider*.

8 PROCUREMENT

8.1 CODE OF CONDUCT

The *Employer* aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done openly and fairly that support and drive a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with the *Employer* must understand and support. These are:

- The Transnet Detailed Procurement Procedure (DPP):
 - 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 Anti-Corruption Act.
- This code of conduct has been included in this contract to formally apprise the *Service Provider* of the Employer's expectations regarding the behaviour and conduct of its suppliers.
- Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices.
- The *Employer* is in the process of transforming itself into a self-sustaining State-Owned Enterprise, actively competing in the logistics industry. We aim to become a world-class, profitable, logistics organization. As such, our transformation is focused on adopting a performance culture and adopting behaviours that will enable this transformation.
- The *Employer* will not participate in corrupt practices and therefore expects its suppliers to act similarly.
- The *Employer* and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgment or conduct or to ensure the desired outcome of a sourcing activity:
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the Employer's employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hotline to report these acts (0800 003 056).
- The *Employer* 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.
- The *Employer* does not engage with non-value-adding agents or representatives solely to increase BBBEE spending (fronting).
- The *Employer's* relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
- Generally, Suppliers have their business standards and regulations. Although the Employer 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.)

8.2 CONFLICT OF INTEREST, RESTRAINT OF TENDERING

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

Should the *Service Provider* produce tender/bid documents arising from this contract, the Contractor shall be precluded from competing in the associated bidding process or offering any services directly / indirectly to Contractors that offer the Contractor an unfair advantage or place Transnet at risk during the bidding and/or execution/construction phases.

Service Providers previously involved in the development of the Business Case for this work or preparation of this bid document shall be precluded from tendering on the above scope of services.

9 SERVICE PROVIDERS INVOICES

- a) When the *Employer's Agent* certifies payment (see NEC PSC Sub-Clause 51.1) following an assessment date, the *Service Provider* complies with the *Employer's* procedure for invoice submission.
- b) The invoice must correspond to the *Employer's Agent* assessment of the amount due to the *Service Provider* as stated in the payment certificate.
- c) Invoices must be submitted by the 18th day of the month (with costs projected to the 25th of the month).
- d) The invoice states the following:
 - Invoice addressed to Transnet Limited;



- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- Registered name of the *Service Provider*;
- Address (Physical and Postal) of the *Service Provider*;
- The *Service Provider's* VAT Number; and
- The Contract number:

e) The invoice contains the supporting detail:

- The amount paid to date.
- Amount for payment (excluding VAT).
- VAT amount.
- Amount for payment (including VAT).
- Any retention monies to be deducted from the invoice.
- Any interest payable.
- Escalation formula used where applicable.
- Settlement discount.
- Proof of ownership of Materials supplied.
- A statement is to accompany each invoice:

The invoice shall be submitted by the 20th of the assessment month and statements must accompany invoices.

The *Service Provider* shall ensure that:

- The invoice is presented as an original.



- The Service Provider ensures that the *Employer* has his correct banking information to make the electronic payment transfer.
- All payments are provisional and subject to audit. The *Service Provider* preserves his records for such a period as legislation requires, but in any event not less than five (5) years.
- The *Employer* deducts any amount owed by the *Service Provider* to the Employer from any amount payable by the *Employer* to the *Service Provider*.