

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF SECURITY FENCING INFRASTRUCTURE IN THE PORT OF DURBAN FOR A PERIOD OF FIFTEEN (15) MONTHS.

RFP NUMBER	: TNPA 955
ISSUE DATE	: 26 OCTOBER 2021
NON-COMPULSORY BRIEFING	: 03 NOVEMBER 2021
CLOSING DATE	: 30 NOVEMBER 2021
CLOSING TIME	: 10H00AM
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE



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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	For the Provision of Security Fencing Infrastructure in the Port of Durban for a Period of Fifteen (15) Months.
TENDER FEE AND BANKING DETAILS	<p>This Tender may be downloaded directly from the National Treasury's e-Tender Publication Portal at www.etenders.gov.za and Transnet website at www.transnet.net free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>The tender may also be downloaded from the National Treasury's e-Tender Publication Portal at www.etenders.gov.za and Transnet website at www.transnet.net free of charge. To access the Transnet eTender portal, please click here.</p> <p>To download RFP and Annexures,</p> <ul style="list-style-type: none"> • Scroll towards the bottom right hand side of the page, • On the blue window click on 'Transnet SOC Ltd' or Select Operating Division. <p>NOTE:</p> <ol style="list-style-type: none"> 1. It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP all specifications, drawings and annexures.
COLLECT RFP/ANNEXURES FROM:	<p>www.etenders.gov.za and https://www.transnet.net/TenderBulletins/TC/Pages/default.aspx</p>
ISSUE DATE AND COLLECTION DATE DEADLINE	<p>The RFP documents may be inspected and obtained on 26 October 2021 from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and Transnet website at www.transnet.net at NO costs.</p> <p>Bidders are to note that the RFP may be downloaded directly from the Transnet Tender Portal free of charge. If Bidders download the RFP off the Portal, they are required to send their contact details to the following address: Hlengiwe.Sithole@transnet.net by 12 November 2021. This is to ensure that any required communication</p>



	(e.g., addenda to the RFP) in relation to this RFP reaches those intending to respond. Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
NON-COMPULSORY TENDER CLARIFICATION MEETING	A Non-Compulsory Tender Clarification Meeting will be conducted at Microsoft Teams on the 3rd November 2021, at 10:00am [10 O'clock] for a period of ± 2 (Two) hours. The non-compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.
CLOSING DATE	10:00am on 30 November 2021 Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Port Acquisition Council

RFP No: TNPA 955

Description For the Provision of Security Fencing Infrastructure in the Port of Durban for a Period of Fifteen (15) Months.

Closing date and time: 30 November 2021 at 10:00am

Closing address: *[Refer to options in paragraph 3 below]*

All submissions must reflect the return address of the Tenderer on the reverse side.

3. DELIVERY INSTRUCTIONS FOR TENDER

3.1 Delivery by hand

If delivered by hand, the sealed submission must be deposited in the tender box which is located at the address of the Transnet tender box location and must be addressed as follows:

**THE SECRETARIAT, PORT ACQUISITION COUNCIL
TRANSNET NATIONAL PORTS AUTHORITY TENDER BOX
PORT OF DURBAN
QUAYSIDE ROAD
QUOTATION BOX / TENDER BOX
GROUND FLOOR
OCEAN TERMINAL BUILDING
DURBAN, 4001**

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e., more than 100mm thick] must be split

into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.

3.2 **Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat.

**THE SECRETARIAT, PORT ACQUISITION COUNCIL
TRANSNET NATIONAL PORTS AUTHORITY TENDER BOX
PORT OF DURBAN
QUAYSIDE ROAD
QUOTATION BOX / TENDER BOX
GROUND FLOOR
OCEAN TERMINAL BUILDING
DURBAN, 4001**

3.3 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.

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

4. **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.

5. **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:



- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
 - 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
 - 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
 - 5.4. 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;
 - 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 5.7. 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;
 - 5.8. 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);
 - 5.9. 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.
 - 5.10. 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.
 - 5.11. 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 [T2.2-17], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
6. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

7. **NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

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

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

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd, trading through its operating division Transnet National Ports Authority (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information

	Part C4: Site information	C4.1 Site information
C.1.4	<p>The Employer's agent is:</p> <p>Name:</p> <p>Address:</p> <p>Tel No.</p> <p>E – mail</p>	<p>Contracts Specialist</p> <p>Hlengiwe Sithole</p> <p>Room 301, Ocean Terminal Building</p> <p>031 361 8735</p> <p>Hlengiwe.Sithole@transnet.net</p>
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p>	
	<p>1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</p>	
	<p>a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 2.</p> <p>b) Only EME's or QSE's are eligible to submit a tender offer.</p>	
	<p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
	<p>2. Stage Two - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:</p>	
	<p><u>Tenderers must properly complete, duly sign and submit returnable schedule T2.2-02</u>, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):</p>	
	<ul style="list-style-type: none"> • 100% for Steel products and components for construction 	
	<p>The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule T2.2-02 (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.</p>	
	<p>The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content</p>	

Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website;

<http://www.the dti.gov.za/industrial development/ip.jsp>

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

3. Stage Three - Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **6SQ or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of **5SQ or higher** class work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6SQ or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60** points.

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

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

Tender Notice and Invitation to Tender.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original, one (1) copy** and **a clearly marked electronic version** (compact disc or memory stick) in the same format as the original submission which shall be in the **English Language**.

C.2.13.5 The *Employer's* details and address for delivery of tender offers and identification
C2.15.1 details that are to be shown on each tender offer package are:

Location of tender box TRANSNET NATIONAL PORTS AUTHORITY

Physical address: **THE SECRETARIAT, PORT ACQUISITION COUNCIL
TRANSNET NATIONAL PORTS AUTHORITY
TENDER BOX
PORT OF DURBAN
QUAYSIDE ROAD
QUOTATION BOX / TENDER BOX
GROUND FLOOR
OCEAN TERMINAL BUILDING
DURBAN, 4001**

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: **TNPA 955**
- The Tender Description: **For the Provision of Security Fencing Infrastructure in the Port of Durban for a Period of Fifteen (15) Months**

Documents must be marked for the attention of:
Employer's Agent: Hlengiwe Sithole

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: **10:00am** on the **30 November 2021**
Location: **TRANSNET NATIONAL PORTS AUTHORITY
THE SECRETARIAT, PORT ACQUISITION COUNCIL
TRANSNET NATIONAL PORTS AUTHORITY TENDER BOX
PORT OF DURBAN
QUAYSIDE ROAD
QUOTATION BOX / TENDER BOX
GROUND FLOOR
OCEAN TERMINAL BUILDING
DURBAN, 4001**

NO LATE TENDERS WILL BE ACCEPTED

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

- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
 3. A valid CIDB certificate in the correct designated grading;
 4. Proof of registration on the Central Supplier Database;
 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

C3.11 The minimum number of evaluation points for functionality is: **60**

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

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



Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<p>The experience of assigned key persons in relation to the scope of work will be evaluated on the following aspects:</p> <ol style="list-style-type: none"> 1. General experience (total duration of execution of work) and position held of each discipline specific team member 2. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the Comprehensive C.V. 3. The key staff member's / "expert" knowledge of issues which the tenderer considers pertinent to the project. <p>NB: The following Key Persons are the minimum required for the project and not limited to them</p> <ul style="list-style-type: none"> • Project Manager • Site Supervisor • Health & Safety Officer <p>Refer to T2.2-04 Evaluation Schedule - Management & CV's of Key Personnel</p>	<p>A Bidder/ Tenderer to submit a detailed CV of a proposed key Personnel to be on site for this project. Key personnel to have a 10 years and above working experience on completed similar projects of Supply and Install industrial Steel Palisade / High Density Mesh Fence and Gates.</p>	<p>Score 100%: All combined Key Personnel's CV has 10 years and above working experience on completed similar projects. = 5</p> <p>Score 80%: All combined Key Personnel's CV has 6 - 9 years working experience on completed similar projects. = 4</p> <p>Score 60%: All combined Key Personnel's CV has 5 years working experience on completed similar projects. = 3</p> <p>Score 40%: All combined Key Personnel's CV has 3-4 years working experience on completed similar projects. = 2</p> <p>Score 20%: All combined</p>	5

		<p>Key Personnel's CV has 1-2 years working experience on completed similar projects. = 1</p> <p>Score 0%: No CV Submitted. = 0</p>	
<p>Tenderers are required to demonstrate their past experience in the delivery of similar projects, areas , conditions and circumstances in relation to the scope of work in the last 10 years , and to this end shall supply a sufficiently detailed reference letter with contact details of existing customers and also indicate their previous experience showing but no limited to the following:</p> <ol style="list-style-type: none"> 1. Description of work 2. Project Value 3. Duration of the work 4. Project success and 5. References submitted that are relevant <p>T2.2-05 Evaluation Schedule: Company Previous Experience</p>	<p>Tenderer /Company must submit completion certificates, Purchase order/ Contracts of similar works done as reference. Reference letter must be on the letterhead of Company that work was done include contract details.</p>	<p>Score 100%: The tenderer has outstanding experience in projects of a similar nature and has successfully completed more than 10 similar projects. = 10</p> <p>Score 80%: The tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances , and has successfully completed 4 – 6 similar projects. = 8</p> <p>Score 60%: The tenderer has relevant experience, but has not dealt with the critical issues specific to the assignment, and has successfully</p>	10

		<p>completed 2 – 4 similar projects. = 6</p> <p>Score 40%: The tenderer has limited experience and has successfully completed 1 similar project. = 4</p> <p>Score 20%: The tenderer's experience is not relevant to the project and has not completed any similar project. = 2</p> <p>Score 0%: The tenderer has submitted no information or inadequate information to determine a score. = 0</p>	
<p>Submit an approach paper which responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to programme, method statement, technical approach and an understanding of the project objective. The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to Programme. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best</p>	<p>The Approach Paper should cover:</p> <ul style="list-style-type: none"> • Outline of proposed approach. • Narrative related to the programme. • Detailed method statement, technical approach and work activity sequencing in terms of the Works Information. • Demonstrate an understanding of the project objectives. • Detailed list of equipment and number thereof to execute the works, and areas it will be utilised. 	<p>Score 100%: Submission has addressed all requirements in detail and compliance to Scope of Work, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of</p>	50

<p>practice. The approach paper shall include as a minimum but not limited to the following (the contractor must refer to the works information for a full description of the scope of the works), Details of the technical methodology and construction sequence of activities (relative to the scope of work) addresses:</p> <ul style="list-style-type: none"> - Mobilisation Plan - Demolition Plan - Construction Methodology <p>T2.2-06 Evaluation Schedule: Technical Approach Paper</p>		<p>state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs. = 50</p> <p>Score 80%: Submission has addressed all requirements lacks the required detailing and compliance to scope of work. = 40</p> <p>Score 60%: Submission does not addressed all requirements but is satisfactory. = 30</p> <p>Score 40%: Submission is generic and does not address the requirements of the scope of work. = 20</p> <p>Score 20%: The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal</p>
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		with the critical aspects of the project. = 10 Score 0%: No submission. = 0	
T2.2-07 Evaluation Schedule: Project Programme / Schedule	<p>The tenderer shall provide the proposed programme, at a minimum level 4 showing but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Activity ID ▪ Activity Description ▪ Original Duration ▪ Start and Finish Dates ▪ Time Risk Allowances ▪ Float ▪ Points (2): Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Master Agreement. ▪ Points (1): Dates when the Contractor will need access to any part of the Site and/or information, as well as submission, approval process & timing for Health & Safety Files. In addition the Programme must 	<p>Score 100%: The important issues are approached in an innovative and efficient way. = 2 The tenderer has exceeded the required expectations. = 1 The tenderer has exceeded the required expectations. = 1 The tenderer has exceeded the required expectations. = 1 The tenderer has exceeded the required expectations. = 0.5 The tenderer has exceeded the required expectations. = 0.5 Score 80%: The overall Programme/ WBS element in question addresses specific project objectives. The Programme/ WBS element in question is complete and sufficiently decomposed, as</p>	5



	<p>clearly demonstrate adequate provision for the review and acceptance process associated with the deliverables requiring the employers acceptance including due cognizance taken of the time frames associated with undertaking same and any other items of the this nature. Moreover the programme must clearly demonstrate adequate provision for the process and time frames associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certification in this regard. In addition, the programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking all requirements related to COVID-19 readiness and compliance in line with employer's works information in this regard.</p> <ul style="list-style-type: none"> ▪ Points (1): The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with the Master Agreement– Initiates starting Date, Access 	<p>demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering Specification; The Programme/ WBS element in question is transparent in the demonstration of its basis; The Programme/ WBS element in question is predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates; The Programme/ WBS element in question contains logic that is horizontally and vertically traceable; The Programme/ WBS element in question is usable, as it allows for effective</p>	
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	<p>Date, Planned Completion, and Key Dates/Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates 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 and illustrated in the schedule in a code field or as an attachment.</p> <ul style="list-style-type: none"> ▪ Points (0.5): The Programme must be Resource loaded, including, People, Equipment, Plant and Materials & Other Resources, but excluding Cost. In addition, the Programme must be aligned to the Activity Schedule. ▪ Points (0.5): The Programme must clearly support and demonstrate alignment to the Approach Paper/Method Statement as contained in T.2.2-06. In addition, annexed to the programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumption, conditions, constraints, and approach to providing 	<p>management decision making and action. The Programme/ WBS element adequately demonstrates the sequence, methodology, resource allocations, critical success factors, risks and underlying approach to provision of the works, in line with the requirements of the Works Information and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution. =1.6</p> <p>The tenderer has adequately addressed all access requirements. The tenderer has allowed sufficient timing for approval processes for SHEQ documentation. =0.8</p> <p>The tenderer has addressed all date requirements</p>	
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	the works as detailed in the programme.	<p>correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA in sufficient quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty. = 0.8</p> <p>The tenderer has addressed all resource loading requirements as such submission is complete, accurate and contains sufficient detail which renders it realistic/achievable. Programme and activity schedule are aligned. =0.4</p> <p>Programme</p>	
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		<p>and approach paper are fully aligned and submission contains no critical errors or omissions. The basis of schedule documentation contains sufficient detail, no critical errors or omissions and as such fully supports the Programme model. Submission contains the minimum requirements as stipulated. Basis of schedule documentation and the Programme are fully aligned. =0.4</p> <p>Score 60%: The overall Programme/ WBS element in question addresses specific project objectives. The Programme/ WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS</p>	
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		<p>element scope as detailed but not limited to the Works Information and Engineering Specification; The Programme/ WBS element in question is not adequately predictive in that it contains minor errors or omissions in critical path/s. Activity duration estimates demonstrate the fact that the Programme does not present an accurate model of project risk. The Programme/ WBS element in question contains minor errors and omissions in logic (i.e. Horizontal and vertical traceability) The Programme/ WBS element adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to</p>	
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		<p>provision of the works in line with the requirements of the works Information and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution. The Programme does not demonstrate the Contractor's understanding of the critical success factors and risks associated with provision of the works. = 1.2</p> <p>The tenderer has adequately addressed all access requirements. The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation. = 0.6</p> <p>The tenderer has addressed all date requirements correctly and</p>	
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		<p>submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty. = 0.6</p> <p>The tenderer has addressed all resource loading requirements as such submission is complete, accurate and contains sufficient detail which renders it realistic/achievable. Programme and activity schedule are not aligned. = 0.3</p> <p>Minor errors</p>	
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		<p>and or omissions in alignment between Programme and approach paper. The basis of schedule documentation contains sufficient detail; minor errors still exist however critical aspects of Programme model are adequately substantiated. Submission contains the minimum requirements as stipulated. Minor errors and or omissions exist in alignment of the basis of schedule documentation and the Programme model. = 0.3</p> <p>Score 40%: The Programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or Employer's requirements regarding the WBS element in question as a subset of the overall project. The tenderer has</p>	
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		<p>misunderstood certain aspects of the Scope of Work and does not deal with the critical aspects of the project/WBS element in question as a subset of the overall project. = 0.8</p> <p>The tenderer has addressed critical but not all access requirements. The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation. = 0.4</p> <p>The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance</p>	
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		<p>(TRA) i.e. TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.= 0.4</p> <p>The tenderer has addressed some but not all resource loading requirements; submission is incomplete and/or contains critical errors and omissions which renders it unrealistic/unachievable. No alignment between Programme and activity schedule.= 0.2</p> <p>Critical errors and or omissions in alignment between Programme and approach paper. The basis of schedule documentation contains sufficient detail, but critical errors exist as such</p>	
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		<p>does not fully support the Programme model. Submission contains the minimum requirements as stipulated. No alignment between basis of schedule documentation and the Programme.= 0.2</p> <p>Score 20%: The Programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall Programme/ WBS element in question as a subset of the overall project.=0.4 The tenderer has not addressed critical access requirements. The tenderer has not allowed timing for approval processes for SHEQ documentation.= 0.2</p>	
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		<p>The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable. The tenderer has not demonstrated Time Risk Allowance (TRA). = 0.2</p> <p>The tenderer has addressed some resource loading requirements; submission is incomplete, and contains insufficient detail which renders it unrealistic/unachievable. No alignment between Programme and activity schedule. = 0.1</p> <p>No alignment between Programme and approach paper. The basis of schedule documentation contains insufficient detail, critical</p>	
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		<p>errors and omissions exist as such does not fully support the Programme model. Submission does not contain the minimum requirements as stipulated. No alignment between basis of schedule documentation and the Programme.</p> <p>= 0.1</p> <p>Score 0%: The tenderer has submitted no information</p>	
<p>Service Provider to submit a Safety, health and environment (SHE) plan covering all requirements of the Employer document in Part C3: Scope of Service.</p> <p>T2.2-08 Evaluation Schedule: Health, Safety and Environment Requirements</p>	<p>Service Provider has developed a Signed SHE Plan 100 % according to the Clients Specifications. Highest quality, strong information indicating proposal capable of delivering outcomes to required TNPA standard covers all required areas pertaining to the project and it gives confidence to the assessor that the tender knows the Safety rules and legislations.</p>	<p>Score 100%: Excellent: Service Provider has developed a Signed SHE Plan 100 % according to the Clients Specification. Highest quality, strong information indicating proposal capable of delivering outcomes to required TNPA standard covers all required areas pertaining to the project and it gives</p>	7

		<p>confidence to the assessor that the tender knows the Safety rules and legislation. = 7</p> <p>Score 80%: Good: Service Provider has developed a Signed SHE Plan 80% according to the Clients Specifications with the required quality pertaining to project requirements. Information submitted indicating potential to deliver outcomes that may achieve the required TNPA standard with little further development. = 6</p> <p>Score 60%: Satisfactory : Service Provider has developed a Signed SHE Plan 60% according to the Clients Specifications but there are some concerns that submission may lack certain requirements</p>	
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		<p>to achieve the required TNPA standards and other legislation. = 4</p> <p>Score 40%: Poor: Service provider has developed a Signed SHE Plan 40% according to the Clients Specification. Information submitted is poor and lack evidence to meet requirements to achieve the required TNPA standards and other legislation.= 3</p> <p>Score 20%: Very Poor: Tenderer/ Bidder had developed a Generic SHE Plan. = 1</p> <p>Score 0%: No submission. = 0</p>	
Service Provider to submit a comprehensive safety work Method Statement specific to the scope of the contract.	Service Provider has developed and provided a Signed Method statement/s for all Process/Activities by the Supervisor including the hazards. Method statement is aligned with the risk assessment	<p>Score 100%: Excellent: Service Provider has developed and provided a Signed Method statement/s for all Process/Activities by the Supervisor</p>	6



		<p>including the hazards. Method statement is aligned with the risk assessment. = 6</p> <p>Score 80%: Good: Service Provider has developed and provided an unsigned Method statement/s for all Process/Activities by the Supervisor including the hazards. = 5</p> <p>Score 60%: Satisfactory : Service Provider has developed and provided an unsigned Method statement/s for all Process/Activities by the Supervisor however it is in logical sequence however has not included hazards. = 4</p> <p>Score 40%: Poor: Service Provider has developed and provided an Unsigned Method statement/s for all Process/Activities by the</p>	
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		<p>Supervisor however it is not in logical sequence and has not included the hazards.= 2</p> <p>Score 20%: Very Poor: Service Provider has developed and provided an Unsigned Method statement/s for all Process/Activities by the Supervisor however it is not in logical sequence and has not included the hazards Information submitted is poor, does not meet the requirements, and irrelevant to the project.= 1</p> <p>Score 0%: No response - the applicable document was not submitted.= 0</p>	
<p>Service Provider to submit a detailed Safety Health and Environment (SHE) Risk Assessment specific to the scope of the contract.</p>	<p>Service Provider has developed a Signed Risk assessment by the Supervisor using hierarchy of controls and SMART Principle and is based on the Method statement.</p>	<p>Score 100%: Excellent: Service Provider has developed a Signed Risk assessment by the Supervisor using hierarchy of controls and SMART</p>	<p>7</p>



		<p>Principle and is based on the Method statement.= 7</p> <p>Score 80%: Good: Service Provider has developed and provided signed Risk assessment by the Supervisor using hierarchy of controls that is based on the Method statement.=6</p> <p>Score 60%: Satisfactory : Service Provider has developed and provided unsigned Risk assessment by the Supervisor that is based on the Method statement. = 4</p> <p>Score 40%: Poor: Service Provider has developed and provided a generic signed Risk assessment by the Supervisor that is not based on the Method statement The submission lack certain requirements</p>	
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		<p>to achieve the required TNPA standard with little further development required.= 3</p> <p>Score 20%: Very Poor: Service Provider has developed and provided a generic signed Risk assessment by the Supervisor that is not based on the Method statement. Information submitted is poor, does not meet the requirements, and irrelevant to the project. = 1</p> <p>Score 0%: No response - the applicable document was not submitted.= 0</p>	
<p>The tenderer must provide evidence of their Environmental Management Plan (EMP) that is relevant to the scope of the project.</p> <p>T2.2-09 Evaluation Schedule: Environmental Management Plan</p>	<p>The Environmental Management Plan (EMP) must include, but not limited to the following sections detailing possible environmental aspects, impacts mitigation measures.</p> <p>Points (2): Management of hazardous chemicals and flammable substances; Pollution control & Spill response;</p> <p>Points (2): Waste Management</p> <p>Points (2): Protection of</p>	<p>Score 100%: All 5 key Environmental components are recognized and meets the <i>Employer's</i> requirements. = 10</p> <p>Score 80%: 4 of the five key Environmental components</p>	10



	<p>fauna and flora (aquatic and terrestrial).</p> <p>Points (2): Compliance to South Africa Environmental Legislation.</p> <p>Points (2): Monitoring, auditing and record keeping.</p>	<p>are recognized and meets the <i>Employer's</i> requirements. = 8</p> <p>Score 60%: 3 of the 5 key Environmental components are recognized and meet the <i>Employer's</i> requirements. = 6</p> <p>Score 40%: 2 of the 5 key Environmental components are recognized and meet the <i>Employer's</i> requirement. = 4</p> <p>Score 20%: 1 of the 5 key Environmental components are recognized and meet the <i>Employer's</i> requirement. = 2</p> <p>Score 0%: The Tenderer has submitted no information or inadequate information to determine a score= 0</p>	
Maximum possible score for Functionality			100

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

- T2.2-04 Management & CVs of Key Persons
- T2.2-05 Previous Experience
- T2.2-06 Approach Paper
- T2.2-07 Programme
- T2.2-08 Health and Safety Requirements
- T2.2-09 Environmental Management

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 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.

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 2. the tenderer does not appear on Transnet's list for restricted tenderers and
-

National Treasury's list of Tender Defaulters;

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per PPPFA: Pre-qualification Criteria Schedule – B-BBEE Level / EME / QSE**
- T2.2-02 **Stage Two as per PPPFA: Eligibility Criteria Schedule - Declaration Certificate of Local Production and Content (SBD 6.2)**
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule - CIDB**

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

- T2.2-04 **Evaluation Schedule:** Management & CV's of key persons
- T2.2-05 **Evaluation Schedule:** Previous Experience
- T2.2-06 **Evaluation Schedule:** Approach Paper
- T2.2-07 **Evaluation Schedule:** Programme
- T2.2-08 **Evaluation Schedule:** Health and Safety Management
- T2.2-09 **Evaluation Schedule:** Environmental Management

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)

Agreement and Commitment by Tenderer:

- T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFP Declaration Form
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 Supplier Code of Conduct
- T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1.3.2 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 Three (3) years audited financial statements

2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE

2.3 C1.2 CONTRACT DATA

2.4 C1.3 FORMS OF SECURITIES

2.5 C2.1 PRICING INSTRUCTIONS

2.6 C2.2 BILL OF QUANTITIES

T2.2-01 Eligibility Criteria Schedule: B-BBEE Status Level/EME or QSE:

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level/EME or QSE/Sub-contracting.

It is a specific tendering condition that tenderers:

- Have a minimum B-BBEE status level of 2
- Are an EME or QSE

If there is a sub- contracting requirement Tenderers are required to submit the **valid B-BBEE certificates or Sworn Affidavits** of the Sub-contracting Company(ies together with the Tender submission.

Tenderer to note that any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Employer's Agent* in terms of the Conditions of Contract. Please also read the applicable Z Clauses in the Contract Data by Employer.

Provide information of the Sub-contractors below:

	Name of proposed Sub-contractors	Proposed Sub-contractor: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-contracted in Rands (excl. 15% Vat)	Percentage (%) of the sub-contracted amount in terms of the tendered total of the prices.
1.						
2.						
3.						



4.						
5.						
6.						
7.						

The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor(s) with this schedule:

- Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-contractor(s).

NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENTS WILL RESULT IN THE NOMINATED SUBCONTRACTOR'S PERCENTAGE BEING DISCOUNTED TO ZERO.

Transnet reserves the right to request additional information of the nominated sub-contractors should it be deemed necessary to verify the compliance to the black ownership percentage or sub-contractor's entity size. These may include but not limited to;

- Agreement or Letter of Intent confirming the Sub-Contracting Agreement between the tenderer and proposed sub-contractor(s);
- Copies of the identity documents of the members of shareholders of the sub-contractor;
- Copies of the Audited Financial Statements or Income Statement of the sub-contractor.

SBD 6.2

T2.2-02 Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where

only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

- **Steel products and components for construction** **100%**

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
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- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO: TNPA 955

ISSUED BY: TRANSNET SOC LTD TRADING THROUGH ITS OPERATING DIVISION TRANSNET NATIONAL PORTS AUTHORITY

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity Steel products and components for construction Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____



WITNESS No. 2 _____

DATE: _____

NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation.

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
 - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend¹ is lower than the Required Local Content Spend² (or the Adjusted Required Local Content Spend³, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.

¹ Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

² Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

³ Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
- the dispute shall be resolved in accordance with the provisions of the Contract; and
 - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- a) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*; failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*.

T2.2-03: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

5. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6SQ or Higher** class of construction work, are eligible to have their tenders evaluated.

6. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in a **5SQ or Higher** class of construction work; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6SQ or Higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-04: Evaluation Schedule – Management & CV's of Key Personnel

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience (total duration of construction activity) and position held of each discipline specific team member.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

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

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

Site Management

- Project Manager

The Project Manager should have at least a BSC/B-Tech in Civil Engineering qualification and more than 10 years of experience in Construction Sector and Civil works including installation of Steel Palisade Fence and Press High Mesh Fence, unless the incumbent can demonstrate that he/she has develop the necessary competencies and experience working with the NEC3 Engineering and Construction Contract option chosen this contract is necessary.

- Site Supervisor

The Site Supervisor must have a minimum of quality control certificate, National Diploma or BSC Certificate with at least 10 years of experience in construction sector and civil works including installation of Steel Palisade Fence and Press High Mesh Fence

projects. Qualification preferred but not compulsory if the incumbent can demonstrate that he/she has developed the necessary competencies and experience working with the NEC3 Engineering and Construction Contract option chosen this contract is necessary.

Site Officers

- Health & Safety officer,

Health & Safety officer: Registered as Health and Safety Officer with SACPCMP with at least 5 years of experience in Structural or Steel Palisade Fence and Press High Mesh Fence installation projects, and have a SAMTRAC or modern SHEQ risk management training course as a minimum qualification.

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

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

Score 0	Failed to provide information No response.
Score 20	Key staffs do not have suitable levels of relevant experience and qualifications or equivalent specialised training. Key staff has 1-2 years' experience. Inadequate organisation chart. No clear indication of roles and responsibilities and specific function of each team member.
Score 40	Key staff has limited recommended levels of relevant experience and qualifications. Key staff has 3-4 years' experience. Inadequate indication of roles and responsibilities and specific function of each team member on the organogram.
Score 60	Key staff have acceptable levels of relevant experience and qualifications. Key staff has 5 years' experience. Organisation chart showing reasonable indication of roles and responsibilities and specific function of each team member.
Score 80	Key staff have acceptable levels of relevant experience and qualifications. Key staff has 6-9 years' experience. Organisation chart showing adequate indication of roles and responsibilities and specific function of each team member.
Score 100	All Key staff have acceptable levels of relevant experience and qualifications with more than 10 years' experience. Organisation chart showing more than adequate indication of roles and responsibilities and specific function of each team member.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
-----	-------------	------------------	----------------------

1	Project Manager/ Site Engineer		
2	Construction Manager		
3	Foreman		
4	Health and Safety Officer		
5	Environmental Officer		
6			

Index of documentation attached to this schedule:

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T2.2-05: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar projects, areas, conditions and circumstances in relation to the Scope of work in the last 10 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing clients and also indicate their previous experience.

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

- Supply and Install Industrial Palisade Fence,
- High density Mesh fence and
- Gates

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

Client	Client Contact details	Project Description	Year of Project Completion	Contract Value	Subcontractors

Score	Previous Experience
0	The tenderer has submitted no information or inadequate information to determine a score
20	The Tenderer experience is not relevant to the project and has not completed any similar projects.

40	The Tenderer has limited experience, but has not dealt with the critical issues specific to the assignment, and has successfully completed (1) similar project.
60	The Tenderer has relevant experience, and has successfully completed (2-4) similar projects.
80	The Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances, and has completed (4-9) similar projects.
100	The Tenderer has outstanding experience in projects of similar nature and has successfully completed (10) or more similar projects relating to the scope of work.

T2.2-06: Evaluation Schedule: Approach Paper

The Tenderer to submit an approach paper which responds to the scope of works and outlines the proposed approach / methodology including that relating, but not limited to, programme, method statement, technical approach and an understanding of the project objective. 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 Tenderer must highlight the issues of importance, and explain the technical approach they would adopt to address them.

The Approach Paper should cover:

- Outline of proposed approach
- Narrative related to the programme as contained under T2.2-07
- Detailed method statement, technical approach and construction sequencing in terms of the Works Information (execution philosophy).
- Demonstrate an understanding of the project objectives
- Detailed list of equipment and number therefore to execute the works , and areas it will be utilised

The Tenderers must attach his/ her approach paper to this page

The approach paper shall include as a minimum but not limited to the following (the Contractor must refer to the Works information for a full description of the scope of the work):

Removal and disposal

- Method for spoiling

Earthworks

- Details of proposed excavating equipment

Industrial Steel palisade fence on concrete surface

- Details of the proposed surveying works and equipment to be used
- Methodology for installation of industrial Steel fence on concrete surface
- Methodology for storage, handling and transporting of the fence

Industrial Steel palisade on Ground

- Details of the proposed survey methods and equipment to be used
- Methodology for installation of industrial Steel fence on ground

Press High Density Mesh Fence

- Details of the proposed survey methods and equipment to be used
- Methodology for installation of Press High Density Mesh fence
- Methodology for storage, handling and transporting of the fence

Sliding Gate, Double Gate, Double swing gate

- Methodology for installation of gates

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The scoring of the approach paper will be as follows:

Weight		Approach is clearly articulated and based on the Works Information	Demonstrates a clear understanding of the project objectives
	Points	25	25
	Score		
	0	The Tenderer has submitted no information or inadequate information to determine a score.	
	20	The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.	
	40	The technical approach and / or methodology is poor, not realistic and practical and is therefore unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	
	60	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic.	
	80	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project.	
	100	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.	

T2.2-07: Evaluation Schedule: Programme

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera or in Microsoft project software.

The tenderer details the proposed programme below or makes reference to this proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum level 4 showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site and/or information, as well as submission, approval process & timing for Health & Safety Files, Environmental Files and Quality Files. Pre-requisites/requirements for submission and acceptance process for designs. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with the deliverables requiring the *employers* acceptance including due cognizance taken of the time frames associated with undertaking same and any other items of the this nature. Moreover the programme must clearly demonstrate adequate provision for the process and time frames associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certification in this regard. In addition, the programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking all requirements related to COVID-19 readiness and compliance in line with *employer's* works information in this regard.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with clause 31.2 of the NEC ECC – Initiates *starting Date, Access Date, Planned Completion, and Key Dates/Sectional Completion Dates & Completion Date*. In addition, the Programme clearly demonstrates 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 and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper/Method Statement as contained in T.2.2-04. In addition, annexed to the programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumption, conditions, constraints, and approach to providing the works as detailed in the programme.

The scoring of the Programme will be as follows:

	Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the <i>Works</i> clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	Dates when the <i>Contractor will</i> need access to any part of the Site; submission & approval process & timing for Health & Safety Files, inclusive of construction work permit, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items.	The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Starting Date, Planned Completion, Sectional Completion Dates & Completion Date. In addition the Programme clearly demonstrates 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 and illustrated in the schedule in a code field or as attachment.	The Programme must be Resource Loaded, including, People, Equipment, Plant and Materials and Other Resources, but excluding Cost). In addition, the Programme must be aligned to the Activity Schedule.	The Programme must clearly support and demonstrate alignment to the approach paper/method statement as contained in T2.1 List of Returnables. In addition, annexed to the Programme, a basis of schedule document is required stipulating, but not limited to, underlying assumptions, conditions, constraints and approach to Providing the Works detailed in the Programme.
Points	2	1	1	0.5	0.5
Score 0	The tenderer has submitted no information.				
Score 20	The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall programme.	<ul style="list-style-type: none"> The tenderer has not addressed critical access requirements. The tenderer has not allowed timing for approval processes for SHEQ documentation. The tenderer has not demonstrated the procurement process for all long lead items. 	<ul style="list-style-type: none"> The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable. The tenderer has not demonstrated Time Risk Allowance (TRA). 	<ul style="list-style-type: none"> The tenderer has addressed some resource loading requirements; submission is incomplete, and contains insufficient detail which renders it unrealistic/unachievable. No alignment between programme and activity schedule. 	<ul style="list-style-type: none"> No alignment between programme and approach paper. The basis of schedule documentation contains insufficient detail critical errors & omissions exist such does not fully support the programme model. Submission does not contain the minimum requirements stipulated. No alignment between basis schedule documentation and the programme.
Score 40	The programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements. The tenderer has	<ul style="list-style-type: none"> The tenderer has addressed critical but not all access requirements. The tenderer has not allowed sufficient timing for 	<ul style="list-style-type: none"> The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors 	<ul style="list-style-type: none"> The tenderer has addressed some but not all resource loading requirements; submission is 	<ul style="list-style-type: none"> Critical errors & omissions in alignment between programme and approach paper. The basis of

	<p>misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project in question as a subset of the overall project.</p>	<p>approval processes for SHEQ documentation.</p> <ul style="list-style-type: none"> The tenderer has not adequately demonstrated the procurement process for all long lead items i.e. some but not all long lead items considered, and insufficient durations allowed for procurement timelines. 	<p>which renders it unrealistic/unachievable.</p> <ul style="list-style-type: none"> The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty. 	<p>incomplete and/or contains critical errors and omissions which renders it unrealistic/unachievable.</p> <ul style="list-style-type: none"> No alignment between programme and activity schedule. 	<p>schedule documentation contains sufficient detail, but critical errors exist as such does not fully support the programme model.</p> <ul style="list-style-type: none"> Submission contains the minimum requirements as stipulated. No alignment between basis of schedule documentation and the programme.
Score 60	<ul style="list-style-type: none"> The Programme addresses certain specific project objectives but does not adequately deal with all critical characteristics of the project. The programme is complete and sufficiently decomposed, as demonstrated through the project WBS which fully encompasses project scope as detailed but not limited to the <i>Works Information</i> and Engineering Specification; The programme is not adequately predictive in that it contains minor errors or omissions in critical path/s. Activity duration estimates demonstrate the fact that the programme does not present an accurate model of project risk. The programme contains minor errors and omissions in logic (i.e. horizontal and vertical traceability) The programme contains minor 	<ul style="list-style-type: none"> The tenderer has adequately addressed all access requirements. The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation. The tenderer has not adequately demonstrated the procurement process for all long lead items i.e. all long lead items considered, but insufficient durations allowed for procurement timelines. 	<ul style="list-style-type: none"> The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty. 	<ul style="list-style-type: none"> The tenderer has addressed all resource loading requirements as such submission is complete, accurate and contains sufficient detail which renders it. Programme and activity schedule are not aligned. 	<ul style="list-style-type: none"> Minor errors and or omissions in alignment between programme and approach paper. The basis of schedule documentation contains sufficient detail, minor errors still exist however critical aspects of programme model are adequately substantiated. Submission contains the minimum requirements as stipulated. Minor errors and or omissions exist in alignment of the basis of schedule documentation and the programme model.

	errors or omissions in its demonstration of the sequence, methodology, resource allocations, and underlying approach to provision of the <i>Works</i> , in comparison with the requirements of the <i>Works Information and Engineering Specification</i> , as such adequately deals with some but not all the critical characteristics of overall project execution.				
Score 80	<ul style="list-style-type: none"> ▪ The programme addresses specific project objectives. ▪ The programme is complete and sufficiently decomposed, as demonstrated through the project WBS which fully encompasses project scope as detailed but not limited to the <i>Works Information and Engineering Specification</i>; ▪ The programme is transparent in the demonstration of its basis; ▪ The programme is predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates; ▪ The programme contains logic that is horizontally and vertically traceable; ▪ The programme adequately demonstrates the sequence, methodology, resource allocations, critical success factors, risks and underlying approach to provision of the <i>Works</i>, in line with 	<ul style="list-style-type: none"> ▪ The tenderer has adequately addressed all access requirements. ▪ The tenderer has allowed sufficient timing for approval processes for SHEQ documentation. ▪ The tenderer has adequately demonstrated the procurement process for all long lead items i.e. all long lead items considered, and sufficient durations allowed for procurement timelines. 	<ul style="list-style-type: none"> ▪ The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. ▪ The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA in sufficient quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty. 	<ul style="list-style-type: none"> ▪ The tenderer has addressed all resource loading requirements as such submission is complete, accurate and contains sufficient detail which renders it. ▪ Programme and activity schedule are aligned 	<ul style="list-style-type: none"> ▪ Programme and approach paper/method statement are fully aligned and submission contains no critical errors or omissions. ▪ The basis of schedule documentation contains sufficient detail, no critical errors or omissions and as such fully supports the programme model. ▪ Submission contains the minimum requirements as stipulated. ▪ Basis of schedule documentation and the programme are fully aligned.

	the requirements of the <i>Works Information</i> and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution.				
Score 100	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.

Attachment A: Electronic Copy of Programme

Attachment B: Hard Copy of Programme

T2.2-08: Evaluation Schedule: Health and Safety Management

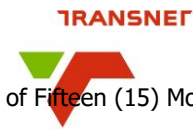
The tenderer must submit the following documents as a minimum with the tender submission:

1. Contract specific Health & Safety plan including the following:
 - a. Roles and responsibilities of legal appointees in terms of OHSA 85 of 1993 and its Regulations.
 - i. Health & Safety officer,
 - ii. First Aider
 - iii. Risk Assessor
 - b. Valid Letter/s of Good Standing with the Workmen's compensation fund (Letters of Good Standing from all members of a newly formed JV).
 - c. Safety, Health & Environmental Company Policy signed by the accounting officer. Indicating as minimum the following five elements -
 - i. Commitment to Safety, prevention of pollution,
 - ii. Continual improvement,
 - iii. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - iv. Hold management accountable for development of the safety systems
 - v. Include objectives and targets.
2. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated.
3. Service provider to submit a comprehensive safety work Method Statement specific to the scope of the contract
4. Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.



The scoring of the Tender's Health and Safety criteria is as follows:

	Health and safety plan together with Roles & Responsibilities, such as: i. Health & Safety officer, ii. First Aider iii. Risk Assessor as per the Occupational health and safety Act 85 of 1993	Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project.	Safety Work Method Statement Detailed and project specific Method Statement to be submitted
Points :	7	7	6



(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.		
(score 20)	Roles and responsibilities do not meet the Occupational health and safety Act and Transnet health and safety specification.	Information supplied is totally insignificant/inadequate to the inherent risks and measures to mitigate the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.
(score 40)	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and Transnet health and safety specification.	Poor response/answer/solution lack convincing evidence relating to risk management strategies to meet the employer's requirements.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.
(score 60)	Satisfactory response on roles and responsibilities as per Employer's requirements.	Satisfactory response/answer/solution to the inherent risks associated with the scope of services and the evaluation and mitigation objectives, given evidence that the employer's requirements will be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.
(score 80)	Good response/answer/solution gives real confidence that the tenderer has clearly identified and evaluated inherent risks and excellent mitigation strategies associated with the key deliverables of the project.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.
(score 100)	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and Transnet Health and Safety Management Specification	Beside identifying and evaluating the inherent risks associated with the project, the evaluation and mitigations are approached in an innovative and efficient way, indicating that the tenderer has an outstanding knowledge to meet the key deliverables of the project.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.

Attached submissions to this schedule:

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T2.2-09: Evaluation Schedule: Environmental Management Plan

- Transnet SOC Limited – Environmental Risk Management Policy;
- Project Environmental Specification (PES) which comprises of the following as a minimum:
 - Standard Operating Procedure for Engineering/Construction Environmental Management
 - Minimum Standards for Engineering/Construction Environmental Management

Where applicable, the following may also apply:

- Environmental Approvals (e.g. Environmental Authorisation, Licences and Permits etc.)
 - Environmental Management Programme (EMPr) as approved by the Competent Authority (in instances where this applies it will supersede the Minimum Standards for Construction Environmental Management)
 - Any other operational/maintenance environmental plans or specifications
1. The tenderer must provide evidence of their Environmental Management Plan (EMP).
 2. The tenderer must provide a Risk Assessment which include environmental aspects, impacts and mitigation.

By submitting this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

The scoring of the Tenderer's Environmental Management submission will be as follows:

	<p>The Environmental Management Plan (EMP) must include, but not limited to the following sections detailing possible environmental aspects, impacts mitigation measures.</p> <p>Points (2): Management of hazardous chemicals and flammable substances; Pollution control & Spill response;</p> <p>Points (2): Waste Management</p> <p>Points (2): Protection of fauna and flora (aquatic and terrestrial).</p> <p>Points (2): Compliance to South Africa Environmental Legislation.</p> <p>Points (2): Monitoring, auditing and record keeping.</p>	
Total Points	10	
Score 0	The Tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information to determine a score
Score 20	1 of the 5 key Environmental components are recognized and meet the <i>Employer's</i> requirement.	Environmental Management Plan (EMP), Incomplete information submitted to ensure compliance with stated <i>Employer's</i> Scope of Services
Score 40	2 of the 5 key Environmental components are recognized and meet the <i>Employer's</i> requirement.	Environmental Management Plan (EMP), unlikely to ensure compliance with stated <i>Employer's</i> Scope of Services.
Score 60	3 of the 5 key Environmental components are recognized and meet the <i>Employer's</i> requirements.	Environmental Management Plan (EMP), possibly able to ensure compliance with stated <i>Employer's</i> Scope of Services
Score 80	4 of the five key Environmental components are recognized and meets the <i>Employer's</i> requirements.	Environmental Management Plan (EMP), likely to ensure compliance with stated <i>Employer's</i> Scope of Services
Score 100	All 5 key Environmental components are recognized and meets the <i>Employer's</i> requirements	Environmental Management Plan (EMP) most likely to ensure compliance with stated <i>Employer's</i> Scope of Services

T2.2-10: 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

T2.2-11: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-12: 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:

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

T2.2-13: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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.

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			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 Subcontractor			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 Subcontractor			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 Subcontractor			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"/>	

T2.2-14: 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.

1. **SECTION 1: NAME OF ENTERPRISE:** _____

2. **SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** _____

3. **SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** _____

4. **SECTION 4: CSD NUMBER:** _____

5. **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

6. **SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

Enterprise

name

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state⁴, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

⁴“State” means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder⁵):

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

⁵ "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SBD 4

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.3 If yes, did you attach proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.8.2 If so, furnish particulars.

SBD 4

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.9.1 If so, furnish particulars.

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:

SBD 4**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

SBD 4

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionali**

ty 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-BBEE status level certificate issued by an authorised body or person;
- ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"**

means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"rand"**

value means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME⁶	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

⁶ 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.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(***Tick applicable box***)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 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:****ADDRESS**

.....

.....

SBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	on or comply with the contract?		
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY

THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁷ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁸ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁷ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁸ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium⁹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁹ 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.

10. 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.

Signature

Date

Position

Name of bidder

T2.2-15: NON-DISCLOSURE AGREEMENT

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

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

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, South Africa,

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 Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, **nature, content and purpose of such disclosure or any action** which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

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

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and so far, as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

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

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

T2.2-16: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-17: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-18: 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

T2.2-19 Service Provider Integrity Pact

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Service Provider")

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 / Professional Service Providers/Contractors.

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

OBJECTIVES

Transnet and the Tenderer / Professional 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.

COMMITMENTS OF TRANSNET

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

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.

Transnet will, during the registration and tendering process treat all Tenderers / Professional Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Professional Service Providers the same information and will not provide to any Tenderers / Professional Service Providers / Contractors confidential / additional information through which the Tenderers / Professional Service Providers / Contractors could obtain an advantage in relation to any tendering process.

Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers / Professional Service Providers / Contractors participating in the tendering process.

Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Professional Service Providers / Contractors participating in the tendering process.

OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

The Tenderer / Professional 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 / Professional Service Provider / Contractor commits to the following:

- a) The Tenderer / Professional 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 / Professional 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.

The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12-month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Professional Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Professional Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Professional Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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

The Tenderer / Professional Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Professional 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.

The Tenderer / Professional 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 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.

A Tenderer / Professional 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 / Professional 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.

The Tenderer / Professional 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 or detriment of Transnet or other competitors.

The Tenderer / Professional Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest

and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

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

INDEPENDENT TENDERING

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.

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.

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.

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.

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.

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.

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.

DISQUALIFICATION FROM TENDERING PROCESS

If the Tenderer / Professional 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 into question, Transnet may reject the Tenderer's / Professional Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Professional Service Provider from its database, if already registered.

If the Tenderer / Professional 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 / Professional 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 / Professional 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.

If the Tenderer / Professional 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.

TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e., on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

A Professional Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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.

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.

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.

PREVIOUS TRANSGRESSIONS

The Tenderer / Professional 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.

If it is found to be that the Tenderer / Professional 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 Form contained in the applicable RFX document.)

SANCTIONS FOR VIOLATIONS

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; and
- f) Exclude the Tenderer / Professional Service Provider / Contractor from entering into any Tender with Transnet in future.

CONFLICTS OF INTEREST

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.

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.

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

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

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.

MONITORING

Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Professional Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Professional Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Professional Service Provider / Contractor, irrespective of value.

The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Professional Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

DISPUTE RESOLUTION

Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Professional 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 0 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.

GENERAL

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

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.

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.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

Should a Tenderer / Professional 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 a Tenderer by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

T2.2-20: Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

- Suppliers must record and report facts accurately, honestly and objectively.
Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-21: 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 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	
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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/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

XXXXX (Pty) Ltd

(Operator)

Authorised signatory for and on behalf of **Xxxx (Pty) Ltd** who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-22: Insurance provided by the *Contractor*

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

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

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

T2.2-23: 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: 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:

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