

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QOUTATION (RFQ)

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

RFQ NUMBER	: 11335395 - TPT/2024/09/0011/77627/RFQ
ISSUE DATE	: 20 September 2024
COMPULSORY BRIEFING	: 27 September 2024 @ 09:30 am.
CLOSING DATE	: 04 October 2024
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number	Heading
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The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

- | | |
|------|------------------------------|
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data (Parts 1 & 2) |

Part C2: Pricing Data

- | | |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Activity Schedule |

Part C3: Scope of Work

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

Part C4: Site Information

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



TRANSNET PORT TERMINALS

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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: SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet Port Terminal (Harbour) Mhlathuze Building in Port of Richards Bay on the 27 September 2024 at 09:30am [half past nine] for a period of \pm 2 (hours) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>
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	<p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. • Bidder's must ensure that they arrive at least an hour [one (1) hour] before the briefing for permit access as the bidder needs to attend an induction before the permit access is granted, for permit access: please send your details to: Senzo Mthembu – Email address: senzo.mthembu@transnet.net Tel: 035 905 3532 / 060 559 7258 • Please note that bidders who arrive after the briefing will not be accommodated. Information will be repeated for the benefit of late commers. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
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CLOSING DATE	<p>12:00pm on (2024/10/04)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>
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2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**



TRANSNET PORT TERMINALS

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- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) 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.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. **CONFIDENTIALITY**

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

4. **DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.



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- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-14, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnable which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether the Tenderer is awarded a contract.

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to**



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T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2 : Returnable documents
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents



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T2.2 Returnable schedules

Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance
	C1.2 Contract data (Part 1 & 2)
	C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions
	C2.2 Activity Schedule
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Nthombi Mtshali
	Address:	Gordon's Road, uMhlathuze Building, Richards Bay, 3900
	Tel No.	035 905 3350
	E – mail	Nthombi.mtshali@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7



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2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **2SK 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 not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **2SK or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement

3. Stage Three – Technical Pre-qualification:

- Valid Letter of good standing for compensation for occupational injuries and diseases

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



4. Stage Four - Functionality:

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

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

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none"> ▪ Name of Tenderer: ▪ Contact person and details.
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- **The Tender Number: -
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TERMINALS KENDAL AND PENDORING AS ONCE
OFF.**

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

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

Time: **12:00pm** on the **04 October 2024**

Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. **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



TRANSNET PORT TERMINALS

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turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database.
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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:

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

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

- **T2.2-04 Experience**
- **T2.2-05 Warranty**
- **T2.2-06 Project plan/lead time**



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CRITERIA	DOCUMENTATION REQUIRED	%	TARGET
Experience - The supplier to provide a proof that they have installed signages. TPT is requesting three (3) or more testimonial letters.	Testimonial letters	40	<p>No testimonial letter submitted = 0 points</p> <p>One (1) testimonial letter submitted =20 points</p> <p>Two (2) testimonial letters submitted =40 points</p> <p>Three (3) testimonial letters submitted =60 points</p> <p>Four (4) testimonial letters submitted =80 points</p> <p>Five (5) or more testimonial letters submitted =100 points</p>
Warranty	Bidder must submit a letter confirming a warranty not less than twenty four (24) months.	40	<p>No warranty or not submitted = 0 point</p> <p>Zero (0) to five (5) warranty submitted = 20 point</p> <p>Six (6) to eleven (11) warranty submitted = 40 points</p>



TRANSNET PORT TERMINALS

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			<p>Twelve (12) to seventeen (17) warranty submitted =60 points</p> <p>Eighteen (18) months up to twenty four warranty submitted = 80 points</p> <p>More than twenty four (24) months warranty submitted = 100 points</p>
Project Plan/lead time	Bidder is required to submit a detailed project plan, indicating start and completion timelines	20	<p>No Project plan submitted = 0 points</p> <p>Five (5) months after PO issued = 20 points</p> <p>Four (4) months after PO issued = 40 points</p> <p>Three(3) months after PO issued =60 points</p> <p>Two(2) month after PO issued = 80 points</p> <p>One (1) month or less after PO issued =100 points</p>
		100%	



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

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

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



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DESCRIPTION		POINTS
PRICE		80
SPECIFIC GOALS		
Selected Specific Goal		
B-BBEE Level of contributor – Level 1 or 2	10	
+50% Black Youth Owned Entities	10	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

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



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TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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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 authorized QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn-Affidavit signed by the authorized 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

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;



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

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 CIDB: Eligibility Criteria Schedule** – valid CIDB Registration
- T2.2-02 **Stage two as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-03 **Stage three as per CIDB: Eligibility Criteria Schedule** – Technical eligibility: valid Letter of good standing

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

- T2.2-04 **Evaluation Schedule** : Experience
- T2.2-05 **Evaluation Schedule**: Warranty
- T2.2-06 **Evaluation Schedule**: Project plan/lead time

2.1.3 Returnable Schedules:

General:

- T2.2-07 Authority to submit tender.
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Risk Elements
- T2.2-10 Site Establishment requirements

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

Agreement and Commitment by Tenderer:

- T2.2-11: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-12 Non-Disclosure Agreement
- T2.2-13 RFP Declaration Form

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

- T2.2-14 RFP – Breach of Law
- T2.2-15 Certificate of Acquaintance with Tender Document
- T2.2-16 Service Provider Integrity Pact
- T2.2-17 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-18 Insurance provided by the Contractor.

- T2.2-19 Supplier declaration form

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions (Activity Schedule)

2.5 C2.2 Activity Schedule

2.6 C3 Works Information

2.7 C4 Site Information

T2.2-01: 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

- 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 **2SK or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **2SK or higher** 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.



TENDER NUMBER: 11335395

FOR THE: SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

T2.2-02: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

	(Company Name)
.....	
Represented by:	(Name and Surname)
.....	

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name	Signature
.....
Capacity	
.....	



TENDER NUMBER: 11335395

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Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

T2.2-03 Letter/s of Good Standing

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

Valid Letter of good standing for compensation for occupational injuries and diseases.

Name of Company/Members of Joint Venture:

.....
.....
.....
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TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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T2.2-04: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects in the form of testimonial letter
- Construction of similar works as detailed in the Works Information with reference to:
 - Supply and install signage

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Score	Previous Experience
0	No testimonial letter submitted
20	One (1) testimonial letter submitted
40	Two (2) testimonial letters submitted



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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60	Three (3) testimonial letters submitted
80	Four (4) testimonial letters submitted
100	Five (5) or more testimonial letters submitted



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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T2.2-05: Evaluation Schedule: Project plan/lead time

Note to tenderers:

Project Plan- The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

- A detailed project plan is required, bidder is required to submit a detailed project plan, indicating start and completion timelines.

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the inspection and design milestones that will take place in order to provide the *Works*.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

Score 0	No Project plan submitted
Score 20	Five (5) weeks after PO issued
Score 40	Four (4) weeks after PO issued
Score 60	Three (3) weeks after PO issued
Score 80	Two (2) weeks after PO issued
Score 100	One (1) week or less after PO issued



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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T2.2-06: Evaluation Schedule: Warrantee period

Note to tenderers:

Bidder must submit a letter confirming a warranty

The letter should be in the clients' letterhead and should detailed the warranty provided.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

Score	warranty
0	One (1) testimonial letter submitted
20	Zero (0) to five (5) warranty submitted
40	Six (6) to eleven (11) warranty submitted
60	Twelve (12) to seventeen (17) warranty submitted
80	Eighteen (18) months up to twenty-four warranty submitted
100	More than twenty-four (24) months warranty submitted

T2.2-07: 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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

T2.2-08: 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 require



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

T2.2-11: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

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.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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



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

DESCRIPTION	POINTS
PRICE	80
SPECIFIC GOALS	
Selected Specific Goal	
B-BBEE Level of contributor – Level 1 or 2	10
+50% Black Youth Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation



by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration



P_{min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below::

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME²	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership

² 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



	<p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
--	--

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder’s responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 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.

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.



8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise,

employed by the state?

YES/NO

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

³ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to

⁴ 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.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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T2.2-12 NON-DISCLOSURE AGREEMENT



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how,



trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

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



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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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



6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	Date
Name	Position
Tenderer	



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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T2.2-13: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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



TRANSNET PORT TERMINALS

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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 T2.2-16 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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T2.2-14: REQUEST FOR QOUTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

 SIGNATURE OF TENDER



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

T2.2-15 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 RFQ. 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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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T2.2-16 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
 - a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

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

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

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could

justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

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

Signature

Date

T2.2-17: 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;

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- 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.

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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

T2.2-18: 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.			
(Other)			



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T2.2-19 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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



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

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

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

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

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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

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



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5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

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

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

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

Did your company previously operate under another name?	Yes		No	
If YES state the previous details below:				
Trading Name				
Registered Name				



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

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			



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Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?					Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							



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% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
<p>Please Note: Please provide proof of B-BBEE status as per Appendix C and D:</p> <ul style="list-style-type: none"> • Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; • EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively; • Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician’s letterhead confirming the disability; • A certified South African identification document will be required for all Black Youth Ownership. 							

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



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



TRANSNET PORT TERMINALS

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

Name and Surname		Designation	
Signature		Date	



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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



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

Commissioner of Oaths



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty))	



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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3. I hereby declare under Oath that:

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

- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of _____, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p>



TRANSNET PORT TERMINALS

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	<p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



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VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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C1.1: Form of Offer & Acceptance

Offer

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

Title of the Contract

The tenderer, identified in the Offer signature block, has

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

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

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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Acceptance

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

The terms of the contract, are contained in:

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

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Transnet SOC Ltd

Name & signature of witness

Date



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

C1.2 Contract Data

Part one - Data provided by the *Employer*

(Compilers) Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

X20: Key performance indicators

Z: *Additional conditions of contract*

of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)

- 10.1 The *Employer* is: **Transnet SOC Ltd**
(Registration No. 1990/000900/30)
- Address Registered address:
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000
- Having elected its Contractual Address for the purposes of this contract as: **Transnet Port Terminals**
 Transnet Port Terminals
 Gordon's Road
 Umhlathuze Building
 Richards Bay, 3900
-
- 10.1 The *Project Manager* is: (Name) **TBA**



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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	Address	Transnet Port Terminals Transnet Port Terminals Gordon's Road Umhlathuze Building Richards Bay, 3900
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	Transnet Port Terminals Transnet Port Terminals Gordon's Road Umhlathuze Building Richards Bay, 3900
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	DESCRIPTION OF THE WORKS: FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

11.2(14)	The following matters will be included in the Risk Register	<p>Inability for the Terminal to respond to fire emergencies leading to damages, injuries and fatalities.</p> <p>Inability to meet operational targets leading to customer dissatisfaction.</p> <p>Non-compliance with regulatory requirements leading to material irregularities, fines & penalties</p> <p>High influx of RMTs leading to equipment damages, safety incidents and operational delays</p> <p>Inability of the Terminal to reach the targeted volumes leading to erosion of EBITDA and negative financial availability of Terminal.</p>
11.2(15)	The <i>boundaries of the site</i> are	All related areas necessary for the contractor to provide the works within the boundaries of the Port of Richard Bay, Pandoring and Kendal.
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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13.3	The <i>period for reply</i> is	7 Days	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBA	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Not Applicable	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Not Applicable	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	5 days of the Contract Date.	
31.2	The <i>starting date</i> is	5 days after the receipts of the purchase order.	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 week.	



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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35.1 The *Employer* is not willing to take over the *works* before the Completion Date.

4 Testing and Defects

42.2 The *defects date* is **52 (fifty-two) weeks after Completion of the whole of the *works*.**

43.2 The *defect correction period* is **2 weeks**

5 Payment

50.1 The *assessment interval* is **25th (twenty fifth) day of each successive month.**

51.1 The *currency of this contract* is **South African Rand.**

51.2 The period within which payments are made is **Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**

51.4 The *interest rate* is **the prime lending rate of Standard Bank of South Africa.**

6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**

the number of days with rainfall more than 10 mm

the number of days with minimum air temperature less than 0 degrees Celsius



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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The place where weather is to be recorded (on the Site) is:

Richards Bay Port Terminals

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

Richards Bay

and which are available from:

South African Weather Service 012 367 6023
or info3@weathersa.co.za.

7 Title **No additional data is required for this section of the *conditions of contract*.**

8 Risks and insurance

80.1 These are additional *Employer's* risks **Not Applicable**

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against:

Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

Cover / indemnity:

to the extent as stated in the insurance policy for Contract Works / Public Liability



TRANSNET PORT TERMINALS

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The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

The deductibles are

The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.

Note:

The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**



TRANSNET PORT TERMINALS

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7 The insurance coverage referred to in 1, 2, 3, 4, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract

9 Termination

There is no additional Contract Data required for this section of the *conditions of contract*.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	South Africa



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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The person or organisation who will choose an arbitrator

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

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

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

X7 Delay damages

X7.1 Delay damages for Completion of the whole of the *works* are **R1000 per day**

X16 Retention

X16.1 The retention free amount is **Nil**

The retention percentage is **10% on all payments certified.**

X18 Limitation of liability



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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X18.1 The *Contractor's* liability to the **Nil**
Employer for indirect or
consequential loss is limited to:
**The deductible of the relevant insurance
policy**

X18.2 For any one event, the
Contractor's liability to the
Employer for loss of or damage
to the *Employer's* property is
limited to:

X18.3 The *Contractor's* liability for
Defects due to his design which
are not listed on the Defects
Certificate is limited to:
The cost of correcting the Defect

X18.4 The *Contractor's* total liability to
the *Employer* for all matters
arising under or in connection
with this contract, other than
excluded matters, is limited to:
The Total of the Prices

The *end of liability date* is

**2 years after Completion of the whole of the
works**

X18.5

Z ***Additional conditions of
contract are:***



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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Z1 Additional clauses relating to Joint Venture

Z1.1

Insert the additional core clause 27.5

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**

- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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Z1.2

Insert additional core clause 27.6

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

Z2 Additional obligations in respect of Termination

Z2.1

The following will be included under core clause 91.1:

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

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

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

Z2.2 Termination Table

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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Z2.3

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

Z3 Right Reserved by the Employer to Conduct Vetting through SSA

Z3.1

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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Z4 Additional Clause Relating to Collusion in the Construction Industry

Z4.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z5 Protection of Personal Information Act

Z5.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.



TRANSNET PORT TERMINALS

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT



TRANSNET PORT TERMINALS

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11.2(31)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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

		The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22	in	The rates of other Equipment are:	Equipment	Size or capacity	Rate
SSCC					



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

PART 2: PRICING DATA: FOR THE: FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	
C2.2	Activity Schedule	



C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms 11

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the



minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.



C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

RICHARDS BAY – PRICE SCHEDULE

Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity	Terminal
	Stop Sign Size (600mm X 600mm)		R	19	R	Richardsbay
	Speedbump Sign Size (500mm X 500mm)		R	4	R	Richardsbay
	Radiation signage		R	25	R	Richardsbay
	Reverse Parking Sign (500mm X300mm)		R	6	R	Richardsbay
	RSA Standard, 40m/h (600mm X 600mm)		R	1	R	Richardsbay
	RSA Standard. 20m/h (600mm X 600mm)		R	7	R	Richardsbay
	Directional Signage (1000mm X 400mm) staging area		R	2	R	Richardsbay
	Safety Signage (1500mm X 1200mm)		R	60	R	Richardsbay
	Lifebuoys (400mm X 400mm)		R	20	R	Richardsbay
	Safety signage (do not park yellow lane & Machine is moving)		R	5	R	Richardsbay
	Building Name (1800mm X 1500mm) wall mounted		R	10	R	Richardsbay



TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

	Mandatory safety signage (wall mounted)		R	5	R	Richardsbay
	TIM's procedures with stand		R	2	R	Richardsbay
	Oil skimmer (wall mounted)		R	1	R	Richardsbay
	Emergency Number signage		R	50	R	Richardsbay
	Security Notice		R	2	R	Richardsbay
	TOTAL PRICE, exclusive of VAT:					
	VAT 15% (if applicable)					
	Total Inclusive of VAT (where applicable)					

PENDORING – PRICE SCHEDULE

Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity	Terminal
	Lifebuoys (400mm X 400mm)		R	4	R	Pendoring
	Unauthorised Entry Sign (500mm X 300mm) wall mounted		R	4	R	Pendoring
	No smoking & earring inside ablution		R	2	R	Pendoring
	Emergency Evacuation Layout		R	1	R	Pendoring
	TOTAL PRICE, exclusive of VAT:					
	VAT 15% (if applicable)					



	Total Inclusive of VAT (where applicable)	
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KENDAL – PRICE SCHEDULE

Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity	Terminal
	Level crossing sign (free standing)		R	1	R	Kendal
	Fuel Signage		R	1	R	Kendal
	Lifebuoys (400mm X 400mm)		R	4	R	Kendal
	Unauthorised Entry Sign (500mm X 300mm) wall mounted		R	2	R	Kendal
	Stockpiles numbering (600mm X 400mm)		R	20	R	Kendal
	No smoking & eating inside ablution		R	2	R	Kendal
	Emergency Evacuation Layout		R	1	R	Kendal
	Directional Signage		R	3	R	Kendal
	TOTAL PRICE, exclusive of VAT:					
	VAT 15% (if applicable)					
	Total Inclusive of VAT (where applicable)					



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

PART C3: SCOPE OF WORK: DESIGN, SUPPLY, DELIVERY AND INSTALLING OF SIGNAGE SERVICES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT) RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING.

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works Information</i>
C3.2	<i>Contractor's Works</i>
	Total number of pages

C3.1 EMPLOYER’S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK	1
SECTION 1	2
1 Description of the <i>works</i>	3
1.1 Executive overview	3
1.2 Employer’s objectives	3
2 Engineering and the Contractor’s design	4
2.1 Employer’s design	4
2.2 Parts of the <i>works</i> which the Contractor is to design	6
2.3 Procedure for submission and acceptance of Contractor’s design	8
2.4 Review and Acceptance of Contractor Documentation	8
2.5 Other requirements of the Contractor’s design	8
2.6 Use of Contractor’s design	8
2.7 Design of Equipment	9
2.8 As-built drawings, operating manuals and maintenance schedules	9
3 Construction	9
3.1 Temporary <i>works</i>, Site services & construction constraints	8
4 Publicity and progress photographs	9
SECTION 2	11
1 Management meetings	11
2 Safety risk management	11
3 Environmental constraints and management	12
4 Contractor’s management, supervision and key people	13

SECTION 1

1 DESCRIPTION OF THE *WORKS*

Design, supply, delivery and installing of signage services for Transnet SOC LTD Trading as Transnet Port Terminals (TPT) Richards Bay (RCB), Inland Terminals Kendal and Pendoring.

1.1 Executive overview

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and national port authority. Signage plays a major role in giving directions, identifications of locations, buildings, giving instructions and safety hazards. Dust, and operational damages occur in existing signage. The Terminal for it to be fully operational, it must among other legislative requirements, be compliant to the Occupational Health & Safety Act no. 85 of 1993. Among the provisions of the act, the employer is legally compelled to display signage which talks to the safety of employees in the workplace. It is therefore crucial that prior to any commencement of operations at the Terminal, such signage must be provided and installed in order to prevent cargo contamination or cargo loss.

1.2 The Employer's objectives are.

- 1.2.1 It helps to direct smooth traffic flow and RMT drivers to navigate loading and offloading zone without delays.
- 1.2.2 It helps to prevent cargo contamination during the offloading.
- 1.2.3 It also helps to comply in terms of Occupational health and safety Act 85 of 1993.

2. ENGINEERING AND CONTRACTORS DESIGN

2.1 Employer's design

2.1.1 The *Employer's* design for the *works* is:

Measure according to client specification with Transnet branding, supply all required signage and install.

2.1.2 The Employer grants the Contractor a licence to use the copyright in design data presented to the Contractor for the purpose of the works (and the Contractor's obligation under paragraph 2.2 of the Employer's Works Information) ONLY.

The works that the Contractor is to perform involve:

Design, supply, delivery and Installation of Safety signage throughout the terminal as follows:

Richardsbay Transnet Port Terminal

1. Stop sign (X19)
2. Speedbump sign (X4)
3. Reverse Parking sign (X6)
4. RSA Standard 40km/h & 20km/h road sign (X1 & X7)
5. Safety Signage 60 wall mounted.
6. Safety Signage 12 free standing
7. Lifebuoys are kept (next to all quayside) (X20)
8. Security Notice (X2) wall fence mounted.
9. Building name: CCR (wall mounted)
10. Mandatory Safety signage (X5) Wall mounted.
11. TIMS's Procedures with Stand X2
12. Buildings name's: Umhlathuze, MHA, Umkhombe, CCR, 6&7 Series,
13. Neobulk, Fleet, Stores and Old MHA.
14. Oil Skimmer wall mounted x1.

15. Only authorized Vehicle and Personnel – Neobulk
16. Visitors report to Neobulk office.
17. Use of cellphone for taking photos on the Neo Bulk Slab Facility is prohibited.
18. Prohibition for sitting down on the operational areas.
19. Speed limit 20kms within the Neo Bulk Slab
20. Radiation signage x 25(Rock shed, Major transfer,6 Series shed & RBM Shed)
21. Old Staging Area Layout
22. Old Staging Area – 6 Series, DBT Coal, 7 Series, DBT Chrome

Pending Inland Terminal

1. Lifebuoys for the sediment ponds x4
2. No Unauthorized entry signs for 2 sediment ponds - X 4 (2 per each side) are required.
3. No Smoking and eating inside the ablution - X 2 signs are required.

Kendal Inland Terminal

1. Level Crossing sign free standing x1.
2. Signage directional signage to the Siding from the main road X3
3. Replace damaged fuel station x1.
4. No Unauthorized entry signs for 2 sediment ponds
5. Lifebuoys for the sediment ponds x4
6. Smoking signs x2
7. Stockpile numbering x 20

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
QA	Quality Assurance
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
RMT	Road Motor Transport
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
RCB	Richardsbay
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
QA	Quality Assurance
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
TPT	Transnet Port Terminal
KZN	Kwa-Zulu Natal
ECSA	Engineering Council of South Africa
RCB	Richards Bay
PPE	Personal Protective Equipment
OEM	Original Equipment Manufacturer

COF	Certificates of Fitness
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The Richards Bay Terminals, Inlands (Kendal & Pendoring Terminals) requires an experienced service provider to be appointed for the Design, Supply, and Installation of various directional Signage’s for both Multi-Purpose Terminal and Dry Bulk Terminal. To standardise the signage requirements, content, look and feel thereof; in order to communicate and to convey information designed to assist Transnet employees, visitors and service providers when accessing Transnet facilities to safely navigate the premises.

2.3 Parts of the works which the Contractor is to design.

- 2.3.1 Chromadek with digital print and clear vinyl cut out overlam to sun protection.
- 2.3.2 Background colour: PANTONE® 5493 (CMYK 43 0 14 21 RGB 135 173 176)
- 2.2.3 Font size style: Tahoma (Bold) what size
- 2.3.4 Sign board must be printed on rear also (read from both sides)
- 2.3.5 Pole treated poles, sizes, drill down upto what level, concrete to use,
- 2.3.7 Frame please specify, steel, mild etc, indicate (sheet)not frame.

Bidder to know layout of the plant – only winning bidder.

Need to indicate working time.

SITE ESTABLISHMENT

It will be responsibility of appointed contractor to have parkhome, water, sanitation etc.

The Contractor must provide a shelter for its employees to have lunch in a decent and clean environment. Since the site is away from the buildings the contractor must provide toilets for the employees for the duration of the project.

Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer’s* design above and whether or not



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

2.4 Procedure for submission and acceptance of *Contractor's* design

Corporates Affairs office will provide Contractor Branding of colors.

2.4.1 The *Contractor* shall address the following procedures:

2.4.2 The Contractor undertakes design safety reviews. Need to reference with standard.

2.5 Review and Acceptance of *Contractor* Documentation

The *Contractor* submits documentation as the '*Works Information*' required to the *Project Manager* for review and acceptance.

Please include the above default statements under paragraph 2.3 of the Works Information.

2.6 Other requirements of the *Contractor's* design

Contractor to adhere Branding colours received from Transnet Corporates office.

2.6.1 The *Contractor's* design complies with the following:

- *Transnet Port Terminal colours*

Chromadek with digital print and clear vinyl cut out overlam to sun protection. Need to use std.

- *Aluminium backing for wall mounted signages.*

2.7 Use of *Contractor's* design

Not Applicable.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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2.8 Design of Equipment

- 2.8.1 The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:
Contractor to submit clear Artwork of the whole project to Transnet – CORPORATE AFFAIRS OFFICE FOR APPROVAL

Indicate which one are supposed to be design

- 2.8.2 The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1

2.9 As-built drawings, operating manuals, and maintenance schedules

- 2.9.1 The *Contractor* provides the following:
- Schedule plan for project
 - Artwork
 - Branding with Transnet colours

3. Construction

3.1 Temporary *works*, Site services & construction constraints

- 3.1.1 *Employer's* Site entry and security control, permits and Site regulations.
Entry to the Port of Richards Bay is controlled by Transnet National Ports Authority (TNPA) Security, the Contractor must adhere to TNPA Security rule. All Contractor Employees must always have Identity Document (ID) or ID card to access the Port for the duration of the project, in addition all drivers must have valid driver's licence in accessing the Port. Failure to comply with TNPA security rules will result in the denial of access.
- 3.1.2 Restrictions to access on Site, roads, walkways, and barricades
Working access to be granted by Transnet Port Terminals SHEQ department.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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3.1.3 The *Contractor* complies with the following] requirements of the *Employer*:
Accepted Contractor will undergo SHE Induction and also Safety file.

3.1.4 People restrictions on Site; hours of work, conduct and records:
Access permit and Site induction
Permit to work successful contractor it would be a period of a month.

3.1.5 The *Contractor* complies with the following hours of work for his people employed on the Site:

3.1.6 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.7 Health and safety facilities on Site
Permit to work will be granted valid for one month.
SHE Induction to all personnel

3.1.8 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's Works Information*

4. Publicity and progress photographs

The project leader may request progress photos directed by employer management, but the company prohibit such conduct. It is not allowed to take pictures around the Port, to such activity must obtain the permit from TPT Security.

The *Contractor* provides a notice board Safety signage within the terminals.
Control of noise, dust, and waste

SECTION 2

1. Management meetings

The Contractor will have the kick-off meeting with the Employer's representative to discuss the project life cycle and challenges they may encounter during the project. This will cover all safety measures required on site, traffic flow and other necessary matters for a safe project execution. All Supplier's staff came for site meeting are required bring their personnel protective equipment (Reflector jacket , Helmet ,safety boots and dusk musk).

The following reporting will occur from time to time.

Daily report (Progress and challenges): this can either be telephonic or site visit.

2. Safety risk management

- 2.1 Contractor to comply with Health and Safety Acts and their regulations. Refer to Occupational Health & Safety Act 85 of 1993 ("OHSA") for guidance.
- 2.2 Contractor must have a safety file submitted to the safety department for assessment. Specification will be shared with successfully bidder.
- 2.3 All employees must be medically fit with the report to confirm that they may commence work in TPT premises.
- 2.4 Contractor to adhere to all environmental rules and regulations as explained in detail under 4.3 below.
- 2.5 All employees to be involved must always have all relevant PPE requirements.
- 2.6 Transnet Information classification Policy 2012
- 2.7 Transnet Records Management Policy 2013
- 2.8 Transnet Site Names and Codes
- 2.9 Risk Management

- 3.0 Railway Safety Regulator Determination of Safety Management System and Safety Management System Reports
- 3.1 Specification for security management systems for the supply chain
- 3.2 Stakeholder Engagement Management Procedure
- 3.3 The Identification and Classification of Dangerous Goods For Transport by Road and Rail Modes
- 3.4 Transport of dangerous goods by rail: Operational and Design Requirements and Emergency Preparedness

3. Environmental constraints and management

Port of Richards Bay get audited from time to time to ensure it meets the environmental rules and protect the nature. Failure to comply with the environmental rules could lead to determinantal effect to the environment.

The following rules must be always obeyed.

- 3.1 All plant machinery or vehicle must be inspected to ensure its not leaking oil and if it leaks it must be removed immediately.
- 3.2 Use the current disposing bins or skips.
- 3.3 Operational activities, these must be site specific and must relate to one or more of the following:
- 3.4 Waste minimization and management.
- 3.5 Emergency situations



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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4. Contractor's management, supervision, and key people

During the installation of signage, TPT project leader will ensure that the project.

monitored and installed in accordance with specification



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

PART 4: SITE INFORMATION

Site Conditions: The groundwater table has been recorded at between 0.8 m and 1.5 m below ground level across the site during winter.

Altitude – sea level

Ambient temperature – 5 to 45 °C

Relative humidity – frequently 100%

Air Pollution – heavily saline and dust laden; industrial and locomotive fumes; ignitable dusts

General wind velocities – up to 60km/ h

Storm wind velocities – up to 180 km /

Core clause 11.2(16) states

“Site Information is information which.

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

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

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and national port authority. Signage plays a major role in giving directions, identifications of locations, buildings, giving instructions and safety hazards. Dust, and operational damages occur in existing signage.

The Terminal for it to be fully operational, it must among other legislative requirements, be compliant to the Occupational Health & Safety Act no. 85 of 1993. Among the provisions of the act, the employer is legally compelled to display signage which talks to the safety of employees in the workplace. It is therefore crucial that prior to any commencement of operations at the Terminal, such signage must be provided and installed in order to prevent cargo contamination or cargo loss.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

The Richards Bay Terminal requires an experienced service provider to be appointed for the Design, Supply, and Installation of various Signage's for Richardsbay Transnet Port Terminals, Pendoring and Kendal Inland Terminal. It helps to direct smooth traffic flow and RMT drivers to navigate to loading and offloading zone without delays.

1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1. General description

The Richards Bay Terminals (Dry Bulk and Multi-Purpose Terminal) requires an experienced service provider to be appointed for the Design, Supply, delivery, and Installation of various Signage's for Richardsbay Transnet Port Terminals, Pendoring and Kendal Inland Terminal. It helps to direct smooth traffic flow and RMT drivers to navigate to loading and offloading zone.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

ANNEXURE A:

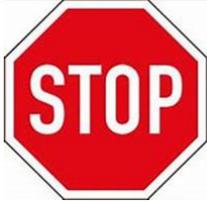
FULL DESCRIPTION OF PRICING DATA AND PICTURES



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

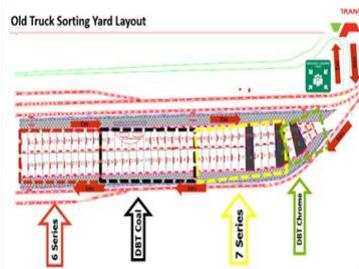
Activity No	Activity Description	Picture	Comments		
1	Stop Sign Size (600mm X 600mm)		<p>"Stop" sign. Standard road - RSA</p> <p>Secure to pole with galvanized Unistrut clamps.</p> <p>Chromadek with digital print and clear vinyl cut out overlam to sun protection.</p> <p>Pole: Gum pole 75mm – 100mm thick 2.5m long</p> <p>Installation: concreted to depth of 700mm in ground</p> <p>Size: 500mm X 500mm</p>		
2	Speedbump Sign Size (500mm X 500mm)		<p>Speedbump" sign. Standard road - RSA</p> <p>Must be 2 sided.</p> <p>Chromadek with digital print and clear vinyl cut out overlam to sun protection.</p> <p>Installation: concreted to depth of 700mm in ground</p> <p>Secure to pole with galvanized Unistrut clamps.</p> <p>Pole: Gum pole 75mm – 100mm thick 2.5m long</p> <p>Size: 500mm x 500mm</p>		
3	Radiation signage		<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection. Size 290mmx 290mm</p>		
4	Reverse Parking Sign (500mm X300mm)		<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection.</p> <p>Aluminium backing for wall mounted.</p> <p>Size:500mm x 300mm (wall mounted)</p>		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/09/0011/77627/RFQ -11335395

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<p>5</p>	<p>RSA Standard, 40m/h (600mm X 600mm)</p>		<p>RSA standard 40 km/h road sign: Secure to pole with galvanized Unistrut clamps. Chromadek with digital print and clear vinyl cut out overlam to sun protection. Pole: gum pole 75mm – 100mm thick 2.5m long Installation: concreted to depth of 700mm in ground Size: 600mm x 600mm</p>		
<p>6</p>	<p>Level crossing sign (free standing)</p>		<p>RSA standard Level crossing road sign: Secure to pole with galvanized Unistrut clamps. Chromadek with digital print and clear vinyl cut out overlam to sun protection. Pole: gum pole 75mm – 100mm thick 2.5m long Installation: concreted to depth of 700mm in ground Size: 600mm x 600mm</p>		
<p>7</p>	<p>RSA Standard. 20m/h (600mm X 600mm)</p>		<p>RSA standard 20 km/h road sign: Secure to pole with galvanized unistrut clamps. Chromadek with digital print and clear vinyl cut out overlam to sun protection (10-year guarantee) Pole: gum pole 75mm – 100mm thick 2.5m long Installation: concreted to depth of 700mm in ground Size: 600mm x 600mm</p>		
<p>8</p>	<p>Old Staging Area</p>		<p>One to supply at the entrance. Chromadek with digital print and clear vinyl cut out overlam to sun protection (10-year guarantee) With Aluminium backing for wall mounted White background Font style: Tahoma (Bold) Size: to be measured on site during Site meeting</p>		



TRANSNET PORT TERMINALS

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FOR THE: DESIGN, SUPPLY, DELIVERY, AND INSTALLATION OF SIGNAGES FOR TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS (TPT), RICHARDS BAY (RCB), INLAND TERMINALS KENDAL AND PENDORING AS ONCE OFF.

<p>9</p>	<p>Safety Signage (1500mm X 1200mm)</p>		<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection (10-year guarantee) Aluminium backing for wall mounted. Poles, brackets, and frame (for free standing) Size: 1 500mm x 1200mm Galvanized steel fixtures as per road and safety standards.</p>		
<p>10</p>	<p>Fuel Signage</p>	<p>Fuel Station</p> 	<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection (10-year guarantee) Background colour: PANTONE® 5493 (CMYK 43 0 14 21 RGB 135 173 176) Font style: Tahoma (Bold) Size: 1 500mm x 1 500mm Galvanized steel fixtures as per road and safety standards.</p>		
<p>11</p>	<p>Lifebuoys (400mm X 400mm)</p>		<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection. With aluminium backing for wall mounted. Size: 400mm x 400mm</p>		
<p>12</p>	<p>Safety signage (do not park yellow lane & Machine is moving)</p>		<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection. With Aluminium backing for wall mounted</p>		
<p>13</p>	<p>Buildings Names (1800mm X 1500mm) wall mounted</p>	<p>BUILDING NAME </p> <p>Umhlatuze Building</p> <hr/> <p></p> <p>Umkhombe Building</p> <hr/> <p></p> <p>HT Building</p>	<p>Size: 1800mm x 1500mm Capitalize Each Word Chromadek with digital print and clear vinyl cut out overlam to sun protection. With Aluminium backing for wall mounted White background Font style: Tahoma (Bold) Size: 1800mm x 1500mm Capitalize Each Word</p>		



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		 MHA Building		
		 Central Stores Building		
		 Storage Operations		
		 Storage Mechanical workshop		
		 Storage Electrical workshop		
		 Import Operations		
		 Import Electrical workshop		
		 Import Mechanical workshop		
		 Export Operations		



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		Export New workshop 		
		Export Mechanical workshop 		
		Export Electrical workshop 		
		Facilities Workshop 		
		6 Series Building 		
		7 Series Building 		
		CPO 706 		
		CPO 708 		
		Neo Bulk Building 		



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		<p>CCR Building</p> 			
14	Mandatory safety signage (wall mounted)		<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection (10-year guarantee) Aluminium backing for wall mounted. Poles, brackets, and frame (for free standing) Size: 1 500mm x 1200mm Galvanized steel fixtures as per road and safety standards.</p>		
15	TIM's procedures with stand	<p>TIMS PROCEDURES</p> 	<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection. With Aluminium backing for wall mounted White background Font style: Tahoma (Bold) Size: to be measured on site during Site meeting One to Supply board and install on existing fixture frame. (708 entrance) One to supply all new and install. (Next to CCR)</p>		
16	Oil skimmer (wall mounted)		<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection. With Aluminium backing for wall mounted White background Font style: Tahoma (Bold). (600mm X 400mm)</p>		



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<p>17</p>	<p>No Unauthorised Entry Sign 19(500mm X 300mm) wall mounted</p>		<p>Secure to pole with galvanized Unistrut clamps. Chromadek with digital print and clear vinyl cut out overlam to sun protection. Pole: gum pole 75mm – 100mm thick 2.5m long Installation: concreted to depth of 700mm in ground Size: 600mm x 600mm</p>		
<p>18</p>	<p>Stockpiles numbering (600mm X 400mm)</p>	 <p>K1 – K25</p>	<p>Secure to pole with galvanized Unistrut clamps. Chromadek with digital print and clear vinyl cut out overlam to sun protection. Pole: gum pole 100mm thick 2.5m long 600mm X 400mm)</p>		
<p>19</p>	<p>No smoking & earring inside ablution</p>	 <p>STRICTLY NO SMOKING IN THIS AREA</p>	<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection. With Aluminium backing for wall mounted</p>		
<p>20</p>	<p>Emergency Number signage</p>	<p>53300</p> 	<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection. With Aluminium backing for wall mounted</p>		
<p>21</p>	<p>Directional signage to Old Staging Area</p>		<p>Sign board must be printed on rear also (read from both sides) Chromadek with digital print and clear vinyl cut out overlam to sun protection. Pole – Brackets – Frame – Background colour: PANTONE® 5493 (CMYK 43 0 14 21 RGB 135 173 176) Font style: Tahoma (Bold) Size: 1 500mm x 1 000mm Galvanized steel fixtures as per road and safety standards. View from West and East</p>		



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<p>22</p>	<p>Only authorized. Vehicle and Personnel – Neobulk</p>		<p>Secure to pole with galvanized Unistrut clamps. Chromadek with digital print and clear vinyl cut out overlam to sun protection. Pole: gum pole 75mm – 100mm thick 2.5m long Installation: concreted to depth of 700mm in ground Size: 600mm x 600mm</p>		
<p>23</p>	<p>All Visitors report to Neobulk. office.</p>		<p>Secure to pole with galvanized Unistrut clamps. Chromadek with digital print and clear vinyl cut out overlam to sun protection. Pole: gum pole 75mm – 100mm thick 2.5m long Installation: concreted to depth of 700mm in ground Size: 600mm x 600mm</p>		
<p>24</p>	<p>Use of cellphone for taking photos on the Neo Bulk Slab Facility is prohibited.</p>		<p>Secure to pole with galvanized Unistrut clamps. Chromadek with digital print and clear vinyl cut out overlam to sun protection. Pole: gum pole 75mm – 100mm thick 2.5m long Installation: concreted to depth of 700mm in ground Size: 600mm x 600mm</p>		



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<p>25</p>	<p>Prohibition for sitting on the operational areas</p>		<p>Secure to pole with galvanized Unistrut clamps. Chromadek with digital print and clear vinyl cut out overlam to sun protection. Pole: gum pole 75mm – 100mm thick 2.5m long Installation: concreted to depth of 700mm in ground Size: 600mm x 600mm</p>		
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<p>26</p>	<p>Security awareness / rules signage</p>	<div data-bbox="480 573 831 920" style="border: 1px solid black; padding: 5px;"> <p>SECURITY NOTICE: </p> <p>CONDITIONS OF ENTRY:</p> <ul style="list-style-type: none"> Valid Permit Required Subject to Searching Compliance to Security Rules and Regulations Declaration of Tools / Assets <div style="display: flex; justify-content: space-around; align-items: center;"> </div> </div>	<p>Chromadek with digital print and clear vinyl cut out overlam to sun protection.</p> <p>With Aluminium backing for wall mounted</p> <p>White background</p> <p>Font style: Tahoma (Bold)</p> <p>Size: 1300mm x 1500mm</p> <p>Galvanized steel fixtures as per road and safety standards.</p>		
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<p>27</p>	<p>No Unauthorized entry Sediment Ponds</p>		<p>Secure to pole with galvanized Unistrut clamps.</p> <p>Chromadek with digital print and clear vinyl cut out overlam to sun protection.</p> <p>Pole: gum pole 75mm – 100mm thick 2.5m long</p> <p>Installation: concreted to depth of 700mm in ground</p> <p>Size: 600mm x 600mm</p>		
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