Transnet Pipelines

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

DESCRIPTION OF WORK: PROVISION OF PROFESSIONAL SERVICES FOR ENGINEERING CONSULTANT IN STRATEGIC PLANNING AND PROJECT SUPPORT FOR TRANSNET PIPELINES' RENEWABLE ENERGY ROLLOUT FOR A PERIOD OF 3 YEARS.

RFP NUMBER	**: TPL/2026/09/0613/11281/RFP**
ISSUE DATE	**: 16 SEPTEMBER 2026**
CLOSING DATE	**: 16 OCTOBER 2026**
CLOSING TIME	**: 16h00**
TENDER VALIDITY PERIOD	**: 180 Da**ys after closing date of the tender

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TI.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	**Transnet Pipelines RFP No. TPL/2026/09/0613/11281/RFP PROVISION OF PROFESSIONAL SERVICES FOR ENGINEERING CONSULTANT IN STRATEGIC PLANNING AND PROJECT SUPPORT FOR TRANSNET PIPELINES' RENEWABLE ENERGY ROLLOUT FOR A PERIOD OF 3 YEARS**
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury E-Tender Publication Portal at www.etenders.gov.za and the Transnet website at https://esupplierportal.transnet.net/portal/advertisedTenders (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	**A Compulsory Tender Clarification Meeting** will be conducted at the **Jameson Park Depot** on the **1st of October 2026,** at 11:00am [11 O'clock] for a period of ± 2 (two) hours. **None-Compulsory** will also be conducted at **Langlaagte on the 02nd of October 2026, at 12:00pm** [12 O'clock] for a period of ± 2 (two) hours [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. The coordinates to the physical address of the compulsory tender meeting is as follows:

Station/Depot Name:	Address	Coordinates
Jameson Park: **Compulsory Briefing**	off R42 & Poortjie Rd (to Nigel), Heidelberg	S 26°28'0.07" E 28°25'38.68"
Langlaagte: Non-Compulsory Briefing	46 Main Reef Rd, Industria, Langlaagte	S 26°12'17.7" E 27°58'31.0"

	A Site visit/walk will take place; tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. **Tenderers are required to bring this Returnable Schedule T2.2 01 to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative.** **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
CLOSING DATE	**16h00 on (16 October 2026)** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration.**

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, 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 web site (https://esupplierportal.transnet.net/portal/advertisedTenders)

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

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

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

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.

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.

e) 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/sunless objective criteria justify the award to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the

purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 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.

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

- *unduly high or unduly low tendered rates or amounts in the tender offer;*

- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.
6. **NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**
   Tenderers are required to self-register on the National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at https://secure.csd.gov.za/ . Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:
   Supplier Number..... and Unique registration reference number.....(Tender Data)

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

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

T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work	C3.1 Scope of Work
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Commodity Manager
	Name:	Jabulani Ngonyama
	Address:	202 Anton Lembede
	Tel No.	031 361 2238
	E – mail	Jabulani.Ngonyama2@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:**
   T2.2-01 Bidders must submit a certificate of attendance signed off by the Employer's authorised representative. 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

2. **Stage Two – Prequalifying Criteria**

   T2.2.02- Professional Registration for Key Personnel
   Only those tenderers who their key resources as listed below are professionally registered with the relevant regulatory bodies are eligible to have their tenders evaluated.

   A. Electrical Engineer Proof of Registration with ECSA as a Pr.Eng (Professional Engineer)
   B. Structural Engineer Proof of Registration with ECSA as a Pr.Eng (Professional Engineer)
   C. Project Manager Proof of Registration with SACPCMP as a PrCPM (Professional Construction Project Manager)
   D. Safety Manager Proof of Registration with SACPCMP as a CHSM (Construction Health and Safety Manager (CHSM)

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

3. Stage Three - Functionality:

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.4 below.

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

C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register. Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.
C.2.12	No alternative tender offers will be considered.
C.2.13.3	Each tender offer shall be in the **English Language.**
C.2.13.5 C2.15.1	The Employer's details and identification details that are to be shown on each tender offer are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer: (insert company name) ▪ Contact person and details: (insert details) ▪ The Tender Number: TPL/2026/09/0613/11281/RFP ▪ The Tender Description: Provision of Approved Inspection Authority (AIA) Services for Transnet Pipelines on the Island View Accumulator Tanks Project Documents must be marked for the attention of: **Employer's Agent:** Mandlenkosi Mjoli
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: **16h00** on the **[16 October 2026]** 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 **180 days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. **Tenderers to provide Transnet with a TCS PIN to verify Tenderers Tax compliance status**.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

C3.11.1 **EVALUATION METHODOLGY AND CRITERIA**

Transnet will utilise the following methodology and criteria in evaluating Tenders:

C3.11.2 **Evaluation Criteria and Scoring Scale**

Step One: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorised respondent

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

C3.11.3 Step Two: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness
• Whether any general pre-qualification criteria set by Transnet, have been met
• Whether the Bid contains a priced offer
• Whether the Bid materially complies with the scope and/or specification given
• Whether any prequalification criteria have been met as follows: • Compulsory clarification meeting attendance • Professional Registration for Key Personnel – Electrical Engineer Proof of Registration with ECSA as a Pr.Eng (Professional Engineer) – Structural Engineer Proof of Registration with ECSA as a Pr.Eng (Professional Engineer) – Project Manager Proof of Registration with SACPCMP as a PrCPM (Professional Construction Project Manager) – Safety Manager Proof of Registration with SACPCMP as a CHSM (Construction Health and Safety Manager (CHSM)

The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Step Three for further evaluation

C3.11.4 Step Three: Technical/ Functional Evaluation

The minimum number of evaluation points for Technical/Functional Evaluation is a Total score of 70 Points. Minimum Threshold of 70 points for Technical Criteria. Failure to achieve the 70-point threshold will lead to disqualification.

Functionality Criteria	Sub-Criteria	Weightings	Points	RFP Reference
Management & CVs of Key Persons		**35**	**35**	**T2.2-03**
Key personnel experience working in similar projects	Electrical Engineer (PrEng)	10	10	
	Structural Engineer (PrEng)	10	10	
	Project Manager (PrCPM)	10	10	
	Safety Manager (CSM)	5	5	
Previous Experience on Similar Projects		**20**	**20**	**T2.2-06**
Company Experience on similar projects	Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the requirements.	0	0	
	Tenderer has experience in two (2) projects relating to the scope of services of more than 85 kWp.	20	4	
	Tenderer has experience in three (3) projects relating to the scope of	40	8	

Functionality Criteria	Sub-Criteria	Weightings	Points	RFP Reference
	services of more than 85 kWp.			
	Tenderer has experience in four (4) projects relating to the scope of services of more than 85 kWp.	60	12	
	Tenderer has experience in five (5) projects relating to the scope of services of more than 85 kWp.	80	16	
	Tenderer has experience in six (6) or more projects relating to the scope of services of more than 85 kWp.	100	20	
Programme		**10**	**10**	**T2.2-05**
Method Statement		**35**	**35**	**T2.2-04**
Total weighting		**100**		
Minimum qualifying score		**70**		

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

- T2.2.04 Evaluation Schedule: Management & CVs
- T2.2.05 Evaluation Schedule: Method Statement
- T2.2.06 Evaluation Schedule: Programme
- T2.2.06 Evaluation Schedule: Company's previous experience

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 The scores of each of the evaluators will be averaged, weighted and then totaled 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.3.11.5 STEP FOUR: Evaluation and Final Weighted Scoring

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,

Thresholds	Minimum Threshold
Technical / functionality	70

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

Up to 100 minus W1 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".**

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

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

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE LEVEL OF CONTRIBUTOR (1 OR 2) QUALIFYING BLACK WOMEN OWNED ENTITIES	10 10
Total points for Price and Specific Goals must not exceed	100

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

C.3.11.6

STEP FIVE: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. Transnet may apply the following objective criteria to the bid process:

- The tenderer:
  - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - 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, other than what has been evaluated under any prequalification, functionality or price and specific goals criteria.

- has the legal capacity to enter into the contract,
- 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,
- complies with the legal requirements, if any, stated in the tender data,
- is able, in the option of the employer to perform the contract free of conflicts of interest.
- is an unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer.

C.3.11.7 **STEP SIX: Post Tender Negotiations**

Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.

In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

C.3.11.8 **STEP SEVEN: Award of Business and Conclusion of Contract**

Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).

A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

   the tenderer:

   a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
   b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
   c) 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, , other than what has been evaluated under any prequalification, functionality or price and specific goals criteria.
   d) has the legal capacity to enter into the contract,
   e) 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,
   f) complies with the legal requirements, if any, stated in the tender data and
   g) is able, in the option of the employer to perform the contract free of conflicts of interest.
   h) is an unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer.

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

Part T2: Returnable Documents

T2.2-01: 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:	Jameson Park, off R42 & Poortjie Rd (to Nigel), Heidelberg (Coordinates: S 26°28'0.07" E 28°25'38.68")	
On (date)	01 October 2026	Starting time: 11h00

Particulars of person (s) attending the meeting:

Name ..... Signature .....

Capacity .....

Attendance of the above company at the meeting was confirmed:

Name ..... Signature .....

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

Compulsory Returnable

Annexure 1 – Eligibility Criteria

Electrical Engineer Proof of Registration with ECSA as a Pr.Eng (Professional Engineer)

NAME OF COMPANY:

_____

_____

I/We_____

_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of

_____2025

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

Compulsory Returnable

Structural Engineer Proof of Registration with ECSA as a Pr.Eng (Professional Engineer)

NAME OF COMPANY:

_____

_____

I/We_____

_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of

_____2025

_____

_____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

Compulsory Returnable

Project Manager Proof of Registration with SACPCMP as a PrCPM (Professional Construction Project Manager)

NAME OF COMPANY:

_____

_____

I/We_____

_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of

_____2025

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

Compulsory Returnable

Safety Officer Proof of Registration with SACPCMP as a CHSO (Construction Health and Safety Officer (CHSO):)

NAME OF COMPANY:

_____

_____

I/We_____

_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of

_____2025

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

T2.2-03: Management & CVs of Key Persons (Weight 35)

Submit the following documents as a minimum with your tender document:

1. A comprehensive and detailed organogram that shows the structure and composition of the management structure involved in the services, inclusive of the key staff/professionals.
2. Submit evidence (Registrations, Certificates, and Qualifications) of qualifications.
3. Copies of all qualifications, proof of attendance for training courses, and registration certificates must have been certified by a Commissioner of Oath within the last three months and must be appended to the tender.
4. Detailed CV's providing the following:
   - The roles and responsibilities for the works of each resource should be clearly stated.
   - Detailed experience in the duties done and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of services.
   - The education, training (inter alia NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the services. Qualifications (degrees, diplomas, grades) and membership of professional bodies and relevant professional registrations to be attached.

3. The project resources should include at least, amongst others:
   - Project Manager

     The Project Manager should at least have a relevant qualification in Project Management and have valid registrations. The Project Manager must have experience working with the NEC3 Professional Services Contract and experience within the renewable energy industry, working on project(s) of similar nature.
   - Electrical Engineer

     The Electrical Engineer should have a relevant qualification and experience in renewable energy, specifically solar PV systems. The engineer must be proficient in both roof-mounted and ground-mounted solar PV designs, including system integration, layout planning, and compliance with industry standards. Electrical Engineer should have a relevant qualification. The

Electrical Engineer must have an experience with renewable energy, solar PV renewable energy, roof mounting and ground mounting.

- Structural Engineer

  A Structural Engineer should have a relevant qualification and experience in designing and assessing structures for renewable energy projects. They must be skilled in structural analysis for both roof-mounted and ground-mounted solar PV systems, ensuring compliance with safety regulations, load-bearing requirements, and environmental conditions.

- Safety Officer

  A Safety Officer should hold a relevant qualification in occupational health and safety, with experience in renewable energy projects. They are responsible for ensuring compliance with safety regulations, conducting risk assessments, implementing safety protocols, and overseeing to design safety

Attached submissions to this schedule:

The following table is to be populated by the tenderer identifying the resources for the key roles for the services. Attached are submissions to this returnable.

Key Person Role	Points	CV attached (Yes/No)	Qualifications and Certificates attached (Yes/No)
Electrical Engineer (PrEng)	10		
Structural Engineer (PrEng)	10		
Project Manager (PrCPM)	10		
Safety Officer (CHSO)	5		

Judgment Prompts for scoring on Qualifications of key personnel. (Total weighting: 35)

The scoring of the Project Organogram, Management & CVs will be as follows:

1. Key for scoring on Electrical Engineer Experience

Sub-Weight 15 points	**Relevant experience for the following: Electrical Engineer**
Points	**10**
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.
(score 20)	Key staff have less than 4 years relevant level of experience.
(score 40)	Key staff have at least 4 years and less than 5 years of relevant experience.
(score 60)	Key staff have at least 5 years and less than 6 years of relevant experience.
(score 80)	Key staff have at least 6 years and less than 7 years of relevant experience.
(score 100)	Key staff have 7 years or more of relevant experience.

2. Key for scoring on Structural Engineer Experience

Sub-Weight 10 points	**Relevant experience for the following: Structural Engineer**
Points	**10**
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.
(score 20)	Key staff have less than 4 years relevant experience.
(score 40)	Key staff have at least 4 year and less than 5 years of relevant experience.
(score 60)	Key staff have at least 5 years and less than 6 years of relevant experience.
(score 80)	Key staff have at least 6 years and less than 7 years of relevant experience.
(score 100)	Key staff have 7 years or more levels of relevant experience.

3. Key for scoring on Project/Construction Manager Experience

Sub-Weight 10 points	**Relevant experience for the following: Project/Construction Manager**
Points	**10**
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.
(score 20)	Key staff have less than 4 years of relevant experience.
(score 40)	Key staff have at least 4 years and less than 5 years of relevant experience.
(score 60)	Key staff have at least 5 years and less than 6 years of relevant experience.
(score 80)	Key staff have at least 6 years and less than 7 years of relevant experience.
(score 100)	Key staff have 7 years or more years of relevant experience.

4. Key for scoring on Safety Officer Experience

Sub-Weight 5 points	**Relevant experience for the following: Safety Officer**
Points	**5**
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.
(score 20)	Key staff have less than 4 years of relevant experience.
(score 40)	Key staff have at least 4 years and less than 5 years of relevant experience.
(score 60)	Key staff have at least 5 years and less than 6 years of relevant experience.
(score 80)	Key staff have at least 6 years and less than 7 years of relevant experience.
(score 100)	Key staff have 7 years or more years of relevant experience.

T2.2-06: Previous Experience on Similar Projects (Weighting: 30)

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following: It is required that as a minimum the company must have completed at least two projects in the design, supply, installation, commissioning and handover of solar PV systems with battery storage. The following must be submitted as a minimum:

1. A list of past or ongoing comparable solar PV projects of more than 85kWp generation capacity, including technical analysis, design, and implementation of renewable energy infrastructure within a strategic and regulatory framework.
2. Sufficient contactable references to substantiate the experience indicated, including client name and contact details, project description, duration, and contract value.
3. Fill in Table 1 with Project Details [Client, Title of Project, Scope of Services and Solar PV Project Size (kWh), Project Value (Rands), Start and End Date, Contact details (name, email & Number)].

Failure to submit references to validate the experience indicated (such as reference letters, contracts, or completion certificates) will result in a score of zero.

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Table 1: Table of Past References

Name of client	Title of project	Scope of services and solar PV system size (kWh)	Contract value (Rands)	Start Date	End Date	Name and contact details of client
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

The scoring of the Company's Previous Experience will be as follows:

Weight: 30 points

Score	**Previous Experience**
0	Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the requirements.
20	Tenderer has experience in two (2) projects relating to the scope of services of more than 85 kWp.
40	Tenderer has experience in three (3) projects relating to the scope of services of more than 85 kWp.
60	Tenderer has experience in four (4) projects relating to the scope of services of more than 85 kWp.
80	Tenderer has experience in five (5) projects relating to the scope of services of more than 85 kWp.
100	Tenderer has experience in six (6) or more projects relating to the scope of services of more than 85 kWp.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-05: Evaluation Schedule: Programme (Weighting: 15)

Note to tenderers:

The Tenderer must provide a Level 4 programme to clearly demonstrate alignment with tasks in the Tenderer's Task Schedule and Method Statement submission, which provides the order and timing of activities to carry out the works in terms of the *Employer's* requirements and within the stipulated timeframes. The Tenderer must provide the proposed programme complying with, but not limited to, the minimum requirements, as follows:

1. A level 4 schedule aligned to the works information.
2. Programme software: Primavera P6 format (in the latest version in both hard and soft copy (XER) format) detailed programme as per the *Works* Information/ MS Project
3. The programme shall clearly show the activity description and activity ID.
4. Project Timeline: The Tenderer is to demonstrate capability to meet the required timeframe, aligning with the Scope of Works.
5. Key Milestones: The Tenderer to clearly indicate the key milestones for all activities e.g., Project start date, Site Access date, Completion date, material delivery date, employer documents review & approval date.
6. Columns Required: The columns that should reflect per activity the date requirements include the Start date, Finish date, Duration, Float (Tenderer must indicate where exactly their project float resides), Predecessors, Successors and Calendar.
7. Critical Path: Clearly show the sequencing of all deliverables/activities. All activities should be linked with no open-end activities, critical path method to be used, and critical path clearly visible.
8. Project Activities: The Tenderer to list all activities involved to complete the works, including but not limited to SHERQ submissions, Time Risk Allowance for *Employer's* review and approval activities, Time risk allowance (TRA) for e.g. allowance for inclement weather conditions, Engineering activities, construction and project close out activities.
9. Basis of Schedule: Schedule Narrative that explains schedule development, resources utilized / loaded (personnel, Plant and Equipment) in the schedule to determine the production rates, schedule risks, project calendar, project exclusions, assumptions.

The Tenderer's attention is drawn to Core Clause 31 of the NEC3 ECC regarding the items to be shown on the programme.

The Programme is to be submitted in the following manner:

1. A PDF copy of the Programme is to be attached to this schedule.
2. A soft copy of the proposed programme is to be submitted via the one drive link provided.
3. Only MS Project or Primavera format will be accepted. No other format will be accepted.
4. A one drive link will be made available to all tenderers who submitted a tender on or before the tender closing date to submit a soft copy of their programme.

The index of documentation is attached to this schedule.

	DOCUMENT NAME
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

The scoring of the Programme will be as follows:

Weight: 15 points

Score	**Previous Experience**
0	Respondent submitted inadequate information to achieve a score
20	• The programme only reflects start/end dates and durations for Level 2 activities. • Distinctions between Engineering, Procurement, and Construction are not shown
40	• Programme reflects start/end dates for Level 3 activities. • Distinctions between Engineering, Procurement and Construction. • Critical path not identifiable. • Programme does not adequately reflect the order and timing adequately of the works as detailed in the Works Information.
60	• Programme reflects start/end dates and critical path for Level 4 activities. • Distinctions shown between Engineering, Procurement and Construction clearly shown • Programme reflects the order and timing of the works as detailed in the Works Information.
80	• Programme reflects start/end dates and critical path for Level 4 activities • Distinctions shown between Engineering, Procurement and Construction clearly shown. • Programme reflects the order and timing of the works as detailed in the Works Information. • Interfaces with other construction packages clearly shown.

100	• Programme reflects start/end dates and critical path for Level 4 activities. • Distinctions shown between Engineering, Procurement and Construction clearly shown. • Programme reflects the order and timing of the *works* as detailed in the *Works* Information. • Interfaces with other construction packages clearly shown. • Narrative describing basis of programme, risks and risk mitigations provided.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-04: Method Statement (Weighting: 20)

Method Statement for EPCM Services – Solar Project Implementation Across TPL Sites

The Tenderer must submit a method statement that outlines a structured and comprehensive approach of the scope of services. The statement should demonstrate a clear understanding of the scope of services in relation to TPL's operational requirements, ensuring efficient execution, compliance, and alignment with business objectives.

The approach should cover:

- A well-defined strategy for overseeing and coordinating contractors, ensuring seamless execution of solar installations across multiple TPL sites.
- A structured methodology outlining how the EPCM will logically and sequentially achieve project objectives, including sourcing relevant data, identifying constraints, and mitigating potential risks.
- A clear stakeholder engagement and communication plan, detailing channels to be used for coordination between TPL, contractors, regulatory bodies, and other key stakeholders to ensure project objectives are met.
- The techniques, tools, and project management systems that will be used to monitor contractor performance, quality control, and project milestones.

Minimum Requirements for the Method Statement

1. **Execution Strategy and Compliance**
   - A detailed plan on how the EPCM will manage contractors to ensure project execution in compliance with technical, statutory, and administrative management requirements.
   - Oversight of contractor adherence to industry best practices, ensuring installations align with solar PV design standards and TPL's infrastructure needs.

2. **Integration of Safety, Health, and Environmental (SHE) and Quality Management**
   - A comprehensive plan for integrating SHE principles into all phases of the project, ensuring compliance with safety regulations and best practices.
   - Strategies for monitoring contractor safety performance and ensuring safety is embedded in both design and execution.

3. **Risk Management and Mitigation**
   - Identification of key foreseeable risks associated with managing multiple contractors and executing solar installations across TPL sites.
   - Proposed measures to mitigate these risks, ensuring project timelines, budgets, and quality standards are maintained.

4. **Stakeholder Engagement and Communication**
   - A communication framework detailing how coordination between TPL, contractors, and regulatory bodies will be managed.
   - Clear reporting structures, escalation procedures, and engagement channels to ensure transparency and alignment on project objectives.

5. **Document Control and Compliance Management**
   - A structured process for managing project documentation, including document review, approval routes, distribution to internal and external stakeholders, and adherence to relevant codes and standards.
   - Identification of key hold points for inspections, approvals, and quality assurance.

6. **Concept Designs and Work Planning**
   - An outline of conceptual solar PV system designs and their integration into existing TPL infrastructure.
   - A structured work execution plan ensuring consistency, quality, and efficiency across multiple project sites.

The method statement must not exceed 15 pages.

The index of documentation is attached to this schedule.

	DOCUMENT NAME
1	
2	
3	

The scoring of the Method Statement will be as follows:

Weight: 20 points

Score	**Previous Experience**
0	Tenderer's submission has no relevance to the scope of this project and did not address any of the requirements.
20	The method statement covers 2 minimum requirements
40	The method statement covers 3 minimum requirements
60	The method statement covers 4 minimum requirements
80	The method statement covers 5 minimum requirements
100	The method statement covers 6 and clear understanding of the requirements

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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

Signed		Date	
Name		Position	Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _ hereby authorise Mr/Ms _, acting in the capacity of _, to sign all documents in connection with the tender offer for Contract _ _ _ _ _ _ _ _ ________________ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _, an authorised signatory of the company _________ , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _ _ _________ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed .... Date ....

Name .... Position Sole Proprietor

T2.2-08: Record of Addenda to Tender Documents

The tenderer hereby confirms that the following communications were received from the Employer before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	Title or Details of Addenda
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

T2.2-09 Letter/s of Good Standing with the Workmen's Compensation Fund

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

1.

Name of Company/Members of Joint Venture:

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

T2.2-10: Risk Elements

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

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

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

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

T2.2-11: 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: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to 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**
B-BBEE Status Level of Contributor 1 or 2	**10**
Qualifying Black Women Ownership (30%)	**10**
Total points for Price and B-BBEE must not exceed	**100**

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

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

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

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

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

5. BID DECLARATION

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

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

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

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

1

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:…….

7.2 VAT registration number:……

7.3 Company registration number:…….

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:……

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. …….	……. SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS ……..

BIDDER'S DISCLOSURE SBD4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

……
……

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

2.3.1 If so, furnish particulars:
…….
…….

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official 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] 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.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	……
Signature	Date
……	……
Position	Name of bidder

T2.2-12 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its

Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

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

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

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-13: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____do hereby certify that:

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

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

_____

_____

_____

Indicate nature of relationship with Transnet:

_____

_____

_____

_____

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

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

6. We accept that any dispute pertaining to this tender will be resolved through 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.

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

IMPORTANT NOTICE TO RESPONDENTS

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

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____

DATE OF BREACH: _____

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

Signed on this _____day of _____20_____

_____

SIGNATURE OF TENDERER

T2.2-15: 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 RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a Tender in response to this Tender invitation;

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

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

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

   a) prices;

   b) geographical area where Services will be rendered [market allocation]

   c) methods, factors or formulas used to calculate prices;

   d) the intention or decision to submit or not to submit, a Tender;

   e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or

   f) Tendering with the intention not winning the Tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.

8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____20____

_____

SIGNATURE OF TENDERER

T2.2-16 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")

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.

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;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

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

Conflicts of Interest

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

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

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

I, _____ of _____

(insert name of Director or as per Authority Resolution from Board of Directors) (insert name of Company)

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

Signed this on day _____ at _____

_____

Signature

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law. T2.2-18: Agreement in terms of Protection of T2.2-19: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

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

2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.

2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).

2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

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

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

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

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

YES		NO	

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

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

3. SOLE AGREEMENT

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

Signed at _____on this _____day of _____2021

Name: _____

Title: _____

Signature: _____

... .**(Pty) Ltd**

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-19 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent PublicOfficials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act,

2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal

information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent (Complete with a "Yes" or "No")					
A DPIP/FPPO		**Closely Related to a DPIP/FPPO**		**Closely Associated to a DPIP / FPPO**	

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interestor significant participation or involvement.

No	**Name of Entity / Business**	**Role in the entity /Business** (Nature of interest / Participation)	**Shareholding %**	**Registration Number**	**Status** (Mark the applicable option with an X)	
					Active	**Non-Active**
1						
2						
3						

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

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2. SERVICE LEVELS

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

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

a) Random checks on compliance with quality/quantity/specifications

b) On-time delivery

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

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

Acceptance of Service Level

YES	

NO	

T2.20: Insurance provided by the Consultant

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

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

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

T2.2-21: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-21: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-22 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

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

Did your company previously operate under another name?	Yes		No	
If **YES** state the previous details below:				
Trading Name				
Registered Name				
Company Registration No Or ID No If a Sole Proprietor				

Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?					Yes		No		
Please indicate your Broad Based BEE status (Level 1 to 9)	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
Majority Race of Ownership									

% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership	
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			

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

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;

- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
EMPOWERING SUPPLIER 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. 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.	YES ○ NO ○
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.	YES ○ NO ○
SUPPLIER DEVELOPMENT PLAN 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.).	YES ○ NO ○
DEVELOPMENT PLAN DOCUMENT 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.	YES ○ NO ○ *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ○ NO ○
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them	YES ○ NO ○

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

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

_____
Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	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 – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisationi- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

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

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % =_____%
- Black Unemployed % =_____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % =_____%

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

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

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

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

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

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

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

Deponent Signature

……

Date **……**

_____

Commissioner of Oaths
Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

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

3. I hereby declare under Oath that:

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

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % =_____%
- Black Unemployed % =_____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % =_____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

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

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

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

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

Deponent Signature

.....

Date **.....**

_____

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

T2.2-23 RFP Clarification Request Form

RFP No: TPL/2025/06/0002/97519/RFP

Deadline for RFP clarification submissions: Before **12:00 pm on the 07 October 2026**

TO:	Transnet SOC Ltd
ATTENTION:	Jabulani Ngonyama (Commodity Manager)
EMAIL	Jabulani.Ngonyama2@transnet.net
DATE:	…….
FROM:	…….

RFP Clarification No *[to be inserted by Transnet]* ……..

REQUEST FOR RFP CLARIFICATION:

……
……
……
……
……
……
……
……
……
……
……

Part C1:Agreements and Contract Data

Part C2:Pricing Data

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

PROVISION OF ENGINEERING CONSULTANT AND MANAGEMENT SERVICES TO SUPPORT TRANSNET PIPELINES (TPL) IN THE DESIGN, PROCUREMENT, CONSTRUCTION, COMMISSIONING, AND HANDOVER PHASES FOR THE SOLAR PV RENEWABLE ENERGY PROJECT AT VARIOUS SITES.

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 NEC3 PSC *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	**Not Applicable – Rate Based**
Value Added Tax @ 15% is	**Not Applicable – Rate Based**
The offered total of the Prices inclusive of VAT is	**Not Applicable – Rate Based**
(in words) **Not Applicable – Rate based**	

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 *Consultant* before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the *Consultant* becomes the party named as the *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s) ....

Name(s) ....

Capacity ....

for the *Consultant*:

....

Name & signature of

Date

....

witness

Acceptance

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

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 and *conditions of contract* of the Offer agreed by the *Consultant* and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The *Consultant* 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 of award of contract. Unless the *Consultant* (now the *NEC3 PSC Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)		
Name(s)		
Capacity		
for the *Employer*:	202 Anton Lembede Street Durban 4001	202 Anton Lembede Street Durban 4001
Name & signature of witness		Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		

By the duly authorised representatives signing this Schedule of Deviations below, the *Employer* and the *Consultant* 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 *Consultant* 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 *Consultant* of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the *Consultant:*	**For the *Employer***	**For the *Employer***
Signature	.....	.....	.....
Name	.....	.....	.....
Capacity	.....	.....	.....
On behalf of		202 Anton Lembede Street Durban 4001	202 Anton Lembede Street Durban 4001
Name & signature of witness	.....	.....	.....
Date	.....	.....	.....

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X10: *Employer*'s *Agent*
		X11: Termination by the *Employer*
		Z: *Additional conditions of contract*
		Z1: Obligations in respect of Joint Venture Agreements
		Z2: Additional obligations in respect of Termination
		Z3: Right Reserved by the *Employer* to Conduct Vetting through SSA
		Z4: Additional Clause Relating to the Employer's rights to take appropriate action
		Z5: Protection of Personal Information Act
		Z6: Additional clauses relating to cession of rights
		Z7: Additional clauses relating to interpretation of the law
		Z8: Employer's Step in rights
		Z9: Intellectual Property Rights
10.1	The *Employer* is (Name):	**Transnet SOC Ltd**

	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000** **Transnet Pipelines** **202 Anton Lembede Street** **Durban** **4001**
	Having elected its Contractual Address for the purposes of this contract as:	
11.2(9)	The *services* are	**provision of engineering consultant and management services to support transnet pipelines (TPL) in the design, procurement, construction, commissioning, and handover phases for the solar PV renewable energy project at various sites**
11.2(10)	The following matters will be included in the Risk Register	**None**
11.2(11)	The Scope is in	**Part C3.1: The Scope of the Contract Document**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 (two) weeks**
13.6	The *period for retention* is	**5 (five) years following Completion or earlier termination.**
2	**The Parties' main responsibilities**	
25.2	The *Employer* provides access to the following persons, places and things	**Access will be granted to the *Consultant* as and when the *services* are required.**
3	**Time**	
31.2	The *starting date* is	**TBA**
11.2(3)	The *completion date* for the whole of the *services* is	**TBA**
31.1	The *Consultant* is to submit a first programme for acceptance within	**2 (two) weeks after the first scope clarification meeting**
32.2	The *Consultant* submits revised programmes at intervals no longer than	**4 (four) weeks.**

4	**Quality**		
40.2	The quality policy statement and quality plan are provided within	**N/A**	
41.1	The *defects date* is	**TBA**	
5	**Payment**		
50.1	The *assessment interval* is on the	**18th day of each successive month.**	
50.3	The *expenses* stated by the *Employer* are	**Item**	**Amount**
		Economy air fares	**Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.**
		Car hire not exceeding group B	**Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.**
		Accommodation	**Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.**
			Disbursement are paid on proven cost +5% administration fee
51.1	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.**	
51.2	The *currency of this contract* is the	**South African Rand (ZAR).**	
51.5	The *interest rate* is	**The prime lending rate of the Rand Merchant Bank of South Africa.**	
6	**Compensation events**	**No additional data required for this section of the *conditions of contract*.**	
7	**Rights to material**	**No additional data required for this section of the *conditions of contract*.**	
8	**Indemnity, insurance and liability**		

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

Event	Cover	Period following Completion of the whole of the *services* or earlier termination
failure by the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services*	**Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims**	**42 Months**
death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*	**General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the *Consultant* deems desirable in respect of each claim, without limit to the number of claims**	**0 Weeks**
death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract	**The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Consultant* arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.**	**0 Weeks**

	Motor Vehicle Liability Insurance	**Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00**	**0 Weeks**
81.1	The *Employer* provides the following insurances	**Professional Indemnity insurance in respect of failure of the *Consultant* to use the skill and care normally used by Professionals providing services similar to the *services*** **General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the *Consultant)* or loss of or damage to property resulting from an action or failure to take action by the *Consultant***	
82.1	The *Consultant*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.**	
9	**Termination**	**No additional data required for this section of the *conditions of contract*.**	
10	**Data for main Option clause**		
G	**Term contract**		
21.4	The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than	**4 weeks.**	
11	**Data for Option W1**		
W1.1	The *Adjudicator* is	**Both parties will agree to an *Adjudicator* as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an *Adjudicator.***	
W1.2(3)	The A*djudicator nominating body* is:	**the Association of Arbitrators (Southern Africa)**	

W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Durban, South Africa**
	The person or organisation who will choose an arbitrator • if the Parties cannot agree a choice or • if the *arbitration procedure* does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X1	**Price adjustment for inflation**	
X1.1	The *index* is	**Index prepared by The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.**
X2	**Changes in the law**	
X2.1	The *law of the project* is	**The Republic of South Africa**
X7	**Delay damages**	
X7.1	Delay damages for late Completion of the whole of the *services* per Task Order is	**1% of the Task Oder value per day capped at 10% of the Task Order.**
X10	**The *Employer's Agent***	
X10.1	The *Employer's Agent* is	
	Name:	**TBA**
	Address	**202 Anton Lembede Street Durban 4001**
	The authority of the *Employer's Agent* is	**Fully empowered to act on behalf of the *Employer for* the services covered by the contract.**
X11	**Termination by the Employer**	
X11.1		**The Employer may terminate the Consultant's obligation to Provide the Services for a reason not stated in this contract by notifying the Consultant.**
Z	***Additional conditions of contract***	

The *additional conditions of contract* are

Z1	**Obligations in respect of Joint Venture Agreements**	
Z1.1		Insert the additional core clause 21.5 21.5.1 In the instance that the *Consultant* is a joint venture, the *Consultant* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract *starting date*. 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 constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; • Written confirmation by all of the constituents: i. of their joint and several liability to the *Employer* to Provide the *services*; ii. proof of separate bank account/s in the name of the joint venture; iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative; iv. Identification of the roles and responsibilities of the constituents to provide the *services*. • Financial requirements for the Joint Venture: i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z1.2		Insert additional core clause 21.6 21.6. The *Consultant* 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 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings • repudiated this Contract
Z2.2		*Clause 90.5 is added as an additional clause* Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.
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 *Consultant* 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.
Z4	**Additional Clause Relating to the *Employer's* rights to take appropriate action**	

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, exposed or confirmed tender rigging.
Z4.1.1		The *Consultant* further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract forthwith and take any other action as appropriate against the *Consultant* (including civil or criminal action).
Z4.2	**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:**	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:**	Blacklisting by any State Entity on the National Treasury database.
Z5	**Protection of Personal Information Act**	

Z5.1		The *Employer* and the *Consultant* are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	**Additional clauses relating to cession of rights**	
Z6.1		The *Consultant* shall not cede any rights under this contract without the approval of the *Employer*.
Z6.2		The *Employer* may on written notice to the *Consultant* cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the *Employer.*
Z7	**Additional clauses relating to interpretation of the law**	
Z7.1		Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the *Employers' Agent* or *Adjudicator* does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z8	***Employer's* Step in rights**	
Z8.1		If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Employer's Agent*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any *sub-consultant* or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.
Z8.2		The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers' Agent* to achieve this end.

Z9	**Intellectual Property Rights**	
		Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them. The *Employer* and the *Consultant* undertake to obtain the necessary consent from the proprietors or their licensees should the *Employer* or the *Consultant* use Intellectual Property of any other person. The *Employer* indemnifies the *Consultant* against any claim or action (including costs) caused by or arising from the failure as the *Employer* to obtain such consent and the *Consultant* indemnifies the *Employer* against any claim or action (including costs) caused by or arising from the failure of the *Consultant* to obtain such consent.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) 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 151 to 159 of the PSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The *Consultant* is (Name): Address Tel No. Fax No.	
22.1	The *Consultant's key persons* are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		**CV's (and further *key persons* data including CVs) are appended to Tender Schedule entitled T2.2-01 Eligibility Criteria**
11.2(3)	The *completion date* for the whole of the *services* is	
11.2(10)	The following matters will be included in the Risk Register	

11.2(13)	The *staff rates* are:	**name/designation**	**rate**

25.2	The *Employer* provides access to the following persons, places and things	**access to**	***access date***
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is	**N/A**	
50.3	The *expenses* stated by the *Consultant* are	**item**	**amount**

G	**Term contract**
11.2(25)	The *task schedule* is in

PART C2: PRICING DATA

Document reference	**Title**	**No of pages**
C2.1	Pricing Instructions: Option G	3
C2.2	*Task Schedule*	3
C2.3	*Staff Rates* and *Expenses*	4

C2.1 Pricing Instructions: Option G

C2.1.1 Pricing Instructions

1.1 The pricing instructions and the assessment for progress payments

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006 and April 2013) Option G states:

Identified and defined terms 11

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

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

(20) The Prices are

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

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

(22) Task Completion is when the *Consultant* has done all the work which the Task Order requires him to do by the Task Completion Date, and corrected Defects which would have prevented the *Employer* or Others from using the *services* and Others from doing their work.

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

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

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

1) The *Consultant* shall be paid under Option G (Term Service) for services performed.

2) The *staff rates* are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.

3) The total annual cost of employment of a person is the total amount borne by the *Consultant* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary,

fringe benefits not reflected in the basic salary, including normal annual bonus, employer's contribution to medical aid, group life insurance premiums borne by the *Consultant*, the *Consultant's* contribution to a pension or provident fund and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc.; and amounts payable in terms of an Act.

4) The hourly rates for salaried professional or technical staff shall not exceed that payable to professionally qualified person responsible for carrying out the service.

5) The hourly rates for salaried staff include all protective clothing and all standard equipment.

6) The *staff rate* for casual labour shall include the provision of all protective clothing.

7) Payment to a director or member not providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another relevant category.

8) The *staff rates* derived from the Pricing Schedule exclude value added tax.

1.2 Measurement and Payment

1.2.1 The Task Schedule provides the basis of all valuations of the Price for Services Provided to Date and general progress monitoring.

1.2.2 The Total of the Prices is the sum of the prices entered in the Task Schedule.

1.2.3 The Total of the Prices does not represent a guaranteed or minimum amount payable.

1.2.4 The Employer is only liable to pay the price for each activity that is instructed and completed in accordance with the Scope and the contract.

1.2.5 Payments will be made against tangible deliverables and transmittals of the documents issued to TPL and verification by TPL of the level of progress as follows.

- Issue for Client Approval will qualify for 60% Pro Rata Payment against the priced activity in the Task Scheule
- Confirmation of Acceptance for Implementation of the report will qualify for 100% Pro Rata Payment against the Priced Activity in the Task Scheule

1.3 Provisional Sums / Provisional Tasks

1.3.1 Provisional Sums have been allowed within the Task Schedule to be utilised at the discretion of the Employer. Any difference between the provisional sum allowance and the amount so determined shall be adjusted in the Prices.

1.3.1.1 The Provisional Sums included in the Task Schedule for disbursements are allowances only and do not constitute fixed amounts payable to the *Consultant*. Payment for such disbursements is limited to the actual, reasonable, and properly incurred costs, supported by documentary evidence acceptable to the *Employer*. The *Consultant* shall not apply any mark-up, profit, attendance, or overheads to these costs unless expressly stated elsewhere in the Contract Data.

1.3.1.2 The Provisional Sum included in the Task Schedule for escalation is an allowance only. The amount due in respect of escalation shall be determined by applying the Contract Price Adjustment provisions of the Contract, including the applicable indices, formula and adjustment dates. The Provisional Sum shall be used only to the extent required to accommodate the Contract Price Adjustment calculated in accordance with the Contract. Any difference between the provisional sum allowance and the amount so determined shall be adjusted in the Prices.

C2.2. TASK SCHEDULE

The Employer's task schedule is listed below:

Task Number	Scope Reference	Description of Task	Unit	Quantity	Rate	Amount
SECTION A – PROJECT MANAGEMENT						
A1	6.2.1	Create, and monitor a project plan schedule	Month	36		
A2	6.2.2	Produce and monitor a Risk Register and Risk Management Plan	Month	36		
A3	6.2.5	Produce and facilitate a Stakeholder Communication Plan	Month	36		
A4	6.4.4.1	Monthly Progress Reports	Month	36		
A5	6.4.4.2; 6.4.4.4	Monthly Progress Meetings	Month	36		
A6	6.4.4.3; 6.4.4.5; 6.4.5	Project Controls and Document Management	Month	36		
SECTION B – FEASIBILITY AND CONCEPT DESIGN						
B1	6.2.3	Undertake feasibility studies, prepare related designs and validate designs, including manage structured design reviews and approvals,	Sum	1		
B2	6.2.4	Confirm alignment with Transnet Pipelines standards and ensure integration with existing infrastructure by ensuring regulatory and environmental compliance.	Sum	1		
SECTION C – PROCUREMENT SUPPORT						
C2	6.2.6	Develop a procurement specification	Sum	1		
C3	6.3.1	Preparing the scope of works	Sum	1		
C4	6.3.1	Tender Evaluation Report	Sum	1		
SECTION D – CONSTRUCTION MANAGEMENT						
D1	6.4.1.1	Monitor and supervise the Contractor's daily activities,	Month	24		
D2	6.4.1.2	Regular site visits to monitor progress,	Sum	1		
D3	6.4.1.3	Construction Progress Meetings,	Month	24		
D4	6.4.1.4	Technical Queries & Site Instructions,	Sum	1		
D5	6.4.6	Assessment of work for payments.	Month	24		
				Amount Carried Forward	**R**	

		Amount Brought Forward			**R**	
Task Number	**Scope Reference**	**Description of Task**	**Unit**	**Quantity**	**Rate**	**Amount**
SECTION E – QUALITY MANAGEMENT						
E1	6.4.2.1	Prepare and maintain a Quality Management Plan,	Item	1		
E2	6.4.2.2	Inspection & Surveillance,	Sum	1		
E3	6.4.2.3	Review Contractor QMP/QCP/ITPs,	Site	12		
E4	6.4.2.4	Quality Audits,	Site	12		
E5	6.4.2.5	Manage NCR Process,	Sum	1		
E6	6.4.2.6	Witness Factory and Site Acceptance Tests,	Sum	1		
E7	6.4.2.7; 6.4.2.8	Design reviews and Quality Reports,	Month	24		
E8	6.4.2.9	Material & Equipment Verification,	Sum	1		
E9	6.4.2.10	Management of Technical Deviations,	Sum	1		
E10	6.4.2.11	Testing & Commissioning Oversight.	Site	12		
SECTION F – HEALTH, SAFETY & ENVIRONMENT						
F1	6.4.3.1	Ensure adherence to all safety regulations,	Site	12		
F2	6.4.3.2	Environmental Compliance Monitoring.	Sum	1		
SECTION G – COMMISSIONING						
G1	6.5.1	Commissioning Supervision,	Site	12		
G3	6.5.2	Defect resolution monitoring,	Site	12		
G4	6.5.3	Review commissioning documentation and handover.	Site	12		
SECTION I – PROVISIONAL SUMS						
H1		Provide an amount of R870 000,00 Four Hundred Thousand Rand for disbursements,	Item	1		870 000,00
H2		Provide an amount of R670 000,00 Six Hundred Thousand Rand for estimated escalation.	Item	1		670 000,00
SUMMARY OF TASK						
Section A		Project management				
Section B		Feasibility and Concept Design				

Section C	Procurement Support		
Section D	Construction Management		
Section E	Quality Management		
Section F	Health, Safety and Environmental		
Section G	Commissioning		
Section H	Provisional Sums		
Total Amount Carried to Form of Offer - Excluding VAT		**R**	
Add:	VAT 15%		
Total Amount Carried to Form of Offer - Including VAT		**R**	

2.3 Staff Rates and Expenses

This section can be used when the staff rates and expenses are considerable in number and more conveniently located here than in the Contract Data. Entries in the Contract Data should refer to this section of Part 2.

NB: These shall be used for assessing compensation events upon employers' instruction. The employer still reserves the right to execute using these rates or by defined costs for possible compensation events. The Consultant is deemed to have incorporated all Staff Rates and Expenses within the amounts included in the Task Schedule.

All *staff rates* and *expenses* included in the pricing schedule shall exclude VAT.

2.3.1 ECSA Categories

Category A
In respect of a private consulting practice in engineering, shall mean a top practitioner with over 20 years of experience whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

Category B

In respect of a private consulting practice in engineering, shall mean a person with over 10 years of experience who acts as partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, or a person that takes responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

Category C

In respect of a private consulting practice in engineering, shall mean all salaried professional staff with adequate expertise (in the range of 3 to 15 years) and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.

Category D

In respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C.

2.3.2 Staff Rates and Expenses

1) The tendering *Consultants* are advised to consult page 30 of the NEC3 Professional Services Contract (April 2013) Guidance notes and Flow Charts before entering *staff* rated can be established in one of the three ways, which are:

- Rates for named staff,
- Rates for categories of staff or,
- Rates related to salaries paid to staff.

2) The *staff rates* for salaried technical staff shall not exceed that payable for professionally qualified staff responsible for carrying out the relevant service. The *staff rates* shall include all necessary protective clothing, standard equipment, medicals and instructions required to provide the services. All meeting costs shall be calculated based on *staff rates* related to the *Consultant's* staff who attended such meetings. Only the expenses defined and part of the pricing data may be claimed by the *Consultant* associated with providing the services must be included within the *staff rates.*

3) A subsistence allowance is an amount intended to cover incidental costs incurred by reason of living away from home, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket expenses that are not paid for in terms of the contract.

4) A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.

5) Travel expenses may only be claimed in respect of the cost of transportation of the *Consultant's* staff from their usual place of business to the jobsite and return from the jobsite to *Consultant's* usual place of business.

6) All air travel shall be in economy class on a scheduled low cost airline.

7) Accommodation means a:

   a) bed and breakfast;
   b) guest house;
   c) self catering; or
   d) hotel having a star rating of 1, 2 or 3 (Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time).

Note: **A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.**

8) Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.

9) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: **A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.**

2.3.2.1 The *staff rates* are:

The following items are not exhaustive, and should the respondent identify any other resources that may be required for the execution of the works, these must be appended to this schedule

Item no	Specialist Description	Rate/Hour
1	Project Manager	
2	Senior Structural Engineer	
3	Senior Electrical Engineer	
4	Mechanical Engineer	
5	Quantity Surveyor	
6	Site Safety Officer (H&S)	
7	Project Administrator	
8	QA/QC Inspectors	
9	Document Controllers	
10	Cost Control Engineers	
11	Project Planner	

2.3.2.2 The expenses are as follows:

Category		**Basis of expense, excluding VAT**	**Applicable parameter**
1	Subsistence allowance	Amount per day	
2	Transportation costs		
2.1	Hired car not exceeding Group B	Factor times cost for handling costs	Factor =
2.2	Economy Class Airfares	Factor times cost for handling costs	Factor =
3	Accommodation costs		
3.1	Accommodation costs any 3-star equivalent)	Factor times cost for handling costs	Factor =
4	Private car or MPV		
4.1	Engine capacity less than or equal to 1600 cc	Cost per km in Rands	
4.2	Engine capacity greater than 1600 cc		N/A
5	Pick up vans and bakkies		
5.1	Engine capacity less than or equal to 1600 cc	Cost per km in Rands	
5.2	Engine capacity greater than 1600 cc		N/A

Part C3: Scope of Services

SERVICE DESCRIPTION:
SCOPE OF SERVICES

PROJECT DESCRIPTION:
PROFESSIONAL SERVICES FOR ENGINEERING CONSULTANT IN STRATEGIC PLANNING AND PROJECT SUPPORT FOR TRANSNET PIPELINES' RENEWABLE ENERGY ROLLOUT FOR A PERIOD OF 3 YEARS

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1. GLOSSARY OF TERMS AND DEFINITIONS

Term	Definition
"Project" shall mean any aspect of the work's assignment, management and administration, for example: site investigation, design, supervision, construction, etc.	
"Project Execution Plan" (PEP) shall mean the overarching document developed by the *Consultant* that defines the strategy, structure, and approach for delivering the project. It encompasses key components such as project objectives, scope, schedule, resources, risk management, communication protocols, and quality assurance. The PEP integrates and governs supporting documents, including the Project Implementation Plan (PIP), to ensure alignment and effective execution of the overall project.	
"Project Implementation Plan" (PIP) shall mean the collection of documents that collectively define, describe, and encompass the contractor's proposed systems, methods, procedures, processes, sequencing of activities and how this combines to deliver the contractor's scope of work. It forms part of the Project Execution Plan (PEP) to be developed by the *Consultant.*	
"Engineering Council of South Africa" shall mean a statutory body established in terms of the Engineering Profession Act, 46 of 2000 (EPA)	
"Engineering, Procurement and Construction Management (EPCM)" A project delivery methodology in which the *Consultant* provides engineering, project management, procurement support and construction supervision services on behalf of the *Employer*, while the contractor is responsible for the detailed engineering design, procurement, construction, testing and commissioning of the Works.	
"Scope of Work" The engineering, procurement, construction, testing and commissioning activities to be executed by the contractor.	
"Scope of Services" The professional services to be provided by the *Consultant* under this Contract.	
"Design Basis Report" A document prepared by the *Consultant* defining the engineering philosophy, design assumptions, criteria and performance requirements that form the basis of the contractor's detailed engineering design.	

"Consultant" shall mean the *Consultant* appointed by the *Employer* and responsible for the supervision and managing of the Project.
"**contractor**" shall mean the contractor(s) appointed by the *Employer* and responsible for carrying out all designs and physical works relating to the Project.
"**Applicable Codes & Standards**" shall mean the engineering codes and standards identified by the *Employer, Consultant* and any other authorized parties as being relevant and applicable to the Project, and which shall be used by the contractor, third parties to achieve a uniformity of approach throughout the Project.
"The Employer" shall mean TPL, an operating division of Transnet
"Employer's Agent" The person appointed by the *Employer* to administer the Contract, make contractual decisions, issue instructions, certify payments, assess compensation events, and act on behalf of the *Employer* in accordance with the Conditions of Contract.
"Owner's Team" shall be the Transnet-appointed personnel to assist the *Employer's Agent* with the execution of the project.
"National Key Point" shall mean any place or area which has under National Key Points Act, 1980 has been declared a National Key Point.
"Supervisor" The *Consultant* appointed by the *Employer* to monitor, inspect, verify and report on the contractor's compliance with the Contract, technical specifications, quality requirements and accepted design during execution of the Works.
"Accepted Design" The conceptual design, performance requirements and subsequent detailed design submissions accepted by the *Employer's Agent* for construction purposes.
"Final Acceptance" Written confirmation by the *Employer's Agent* that all contractual obligations have been satisfactorily completed, including the close-out of defects and submission of all required documentation.

2. ABBREVIATIONS AND DEFINITIONS

Abbreviation	Meaning given to the abbreviation
AC	Alternating Current
CAD	Computer Aided Design
DC	Direct Current
DWG	Drawings
EPCM	Engineering, Procurement, Construction, and Management
FAT	Factory Acceptance Test
GA	General Arrangement
NEC	New Engineering Contract
PDF	Portable Document Format
PIP	Project Implementation Plan
PPE	Personal Protective Equipment
Pr Eng	Professional Engineer
Pr Tech	Professional Engineering Technologist
PV	Photovoltaic
QA	Quality Assurance
SAT	Site Acceptance Test
SHE	Safety, Health and Environment
SMP	Safety Management Plan
TPL	Transnet Pipelines
PEP	Project Execution Plan
QC	Quality Control
NCR	Non-Conformance Report
QMP	Quality Management Plan
QCP	Quality Control Plan

2.1 Where Government, Local authorities and other statutory body's regulations, laws and requirements are more stringent than those specified hereunder, the aforementioned regulations, laws, and requirements shall take precedence.

2.2 Where no specific rules, regulations, codes or requirements are contained in this specification nor covered by the below-mentioned codes, the *Consultant* shall, in consultation with the *Employer*, adhere to internationally accepted engineering practices or original manufacturers' specifications.

2.3 For the purpose of understanding these Standards, the following abbreviations apply.

SANS - South African National Standards
SABS - South African Bureau of Standards
BS - British Standards
IEC - International Electrotechnical Commission
IEEE - Institute of Electrical and Electronics Engineers
NRS - National Regulatory Standards
NERSA - National Energy Regulator of South Africa
NOSA - National Occupational Safety Association
NEC - New Engineering Contract

General:

TITLE	SABS	IEC	BS	OTHER
Code of Practice for Wiring of Premises and incorporated standards	SANS 10142-1			
Protection against lighting: Physical damage to structures and life hazard	SANS 10313			
Protection against lighting	SANS 62305			
Protection against lighting (EMI)	SANS 61312			
Basis of structural designs and actions for buildings and industrial structures	SANS 10160			
Grid interconnection for embedded generation: Small-scale embedded generation (Utility interface)				NRS 097-2-1: 2024
Grid interconnection for embedded generation: Small-scale embedded generation (Simplified utility connection criteria for low voltage connected generators)				NRS 097-2-3: 2023

TITLE	SABS	IEC	BS	OTHER
Quality of supply part 2: Voltage characteristics, compatibility levels, limits, and assessment methods				NRS 048-2
Quality of supply part 4: Application guidelines for utilities				NRS 048-4
Grid connection code for Renewable Power Plants (RPPs) connected to the Electricity Transmission System (TS) or the Distribution System (DS) in South Africa.				NERSA Version 3.1 (January 2022)
IEEE Standard for interconnecting distributed resources with electric power systems				IEEE 1547
Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval		IEC 61215		
Electrical Installation Regulation, 2009				Republic of South Africa
Electrical Regulation Act 4 of 2006				Republic of South Africa
Occupational Health and Safety Act and Regulations, Act 85 of 1993				
Conditions of Contract				NEC

The latest revision of the following TPL standard specifications, where applicable, shall apply. It is a requirement that the *Consultant* comply with all applicable clauses of the specifications in the execution of the work they undertake.

PL100 Drawing Standard Document
PL101 Plant & Equipment Tag Numbering Standards
PL102 Equipment, Instrument & Electrical Symbology Standards
PL103 General Drawing Standards
PL631 Specification for Low Voltage Distribution Boards and Switchgear
PL666 Electrical Design Criteria
PL667 Measurement and Payment
PL727 Specification for Cable, Racking, Trenching & Earthing Reticulation
PL711 Specification for Equipment Cabinets to House Electronic Equipment
PL804 General welding specification

3. EXECUTIVE OVERVIEW

3.1. Purpose of the Project

This document outlines the scope of engineering consultancy and management services required to support Transnet Pipelines (TPL) in delivering Solar Photovoltaic (PV) Renewable Energy Projects across multiple sites. The project is a cornerstone of TPL's commitment to achieving Net Zero Carbon Emissions, which focuses on reducing greenhouse gas emissions from operations to as close to zero as possible, primarily through energy efficiency and the integration of renewable energy sources. The initiative aims to lower operational energy costs, enhance energy security, and significantly reduce TPL's carbon footprint.

3.2. Employer's Objectives and Purpose of the Works

The business objective of the project is to ensure the successful implementation of solar PV systems that enhance the *Employer's* operational efficiency, financial stability, and sustainability goals. This will be accomplished through comprehensive feasibility assessments, strategic planning, and coordinated execution across all phases of the project. The *Consultant* will oversee and manage the entire process, including conceptual design, supporting procurement, supervising construction, commissioning, and ensuring a smooth handover. The *Consultant* will create the conceptual designs and performance criteria for the *Employer's Agent* acceptance.

The contractor will prepare detailed engineering designs based on the accepted conceptual design and scope of work, ensuring complete technical compliance. The *Consultant* will review these detailed designs to ensure they align with the conceptual intent, standards, and the *Employer's* operational needs. Final acceptance of all detailed designs rests with the *Employer's Agent*, while the *Consultant* supports coordination, quality assurance, and the final handover.

4. BACKGROUND

Transnet Pipelines (TPL), a division of Transnet SOC Ltd, is responsible for the reliable transportation of petroleum and gas products across South Africa. Rising operational demands and escalating electricity costs have highlighted the need for more efficient, resilient, and sustainable energy solutions across the *Employer's* operations. Renewable energy, particularly solar PV, provides a strategic response to these challenges while supporting global and national decarbonization commitments.

Aligned with its Net Zero Carbon Emissions strategy, TPL is prioritizing the adoption of renewable energy technologies to reduce environmental impact, stabilize long-term energy costs, and enhance operational reliability. The solar PV project outlined in this document forms a key component of this transition, strengthening energy security, improving operational performance, and supporting South Africa's broader renewable energy objectives.

5. PROJECT SCOPE FOR THE ENGINEERING CONSULTANT

The project involves evaluating and implementing solar PV systems at 12 different depot sites located across various provinces. For each site, we have recorded the average daily energy consumption in kilowatt-hours (kWh) and determined the corresponding proposed generation capacity in kilowatts peak (kWp), taking into account the spatial constraints at each location. The table below summarizes the findings for each depot.

Table 1: Depots and Proposed Generation Capacity

Depot	Average Daily Demand [kWh]	Proposed Generation Capacity [kWp]
Airport	258	103
Langlaagte	518	103
Klerksdorp	339	90
Rustenburg	322	85
Tarlton	3532	350
Jameson Park	34613	460
Sasolburg	12260	245
Coalbrook	20558	430
Quagga	40400	170
Newcastle	41773	320
Mnambithi	22706	520
Ladysmith PS	58183	400

All proposed capacities are preliminary and will be finalized by the *Consultant* following feasibility studies, detailed assessments, load profiling, and spatial or structural validation. These values will inform the conceptual design and planning phase. The *Consultant* shall verify and refine the proposed capacities, optimize system sizing within site and operational constraints, conduct all required feasibility studies, and prepare the conceptual design, including conceptual electrical layouts, structural considerations, system integration, and the Scope of Works to be issued to the contractor. All feasibility and conceptual design deliverables must be formally accepted by the *Employer's Agent* before any subsequent phase may proceed.

The contractor will be responsible for the detailed engineering design and construction activities based on the accepted conceptual design and the Scope of Works. The contractor may not modify or introduce alternative designs without explicit written authorization from the *Employer's Agent*.

5.1 Site Information

Airport

Address: Springbok Road, Impala Park, Boksburg

Coordinates: S 26°09'56.9" E 28°14'18.5"

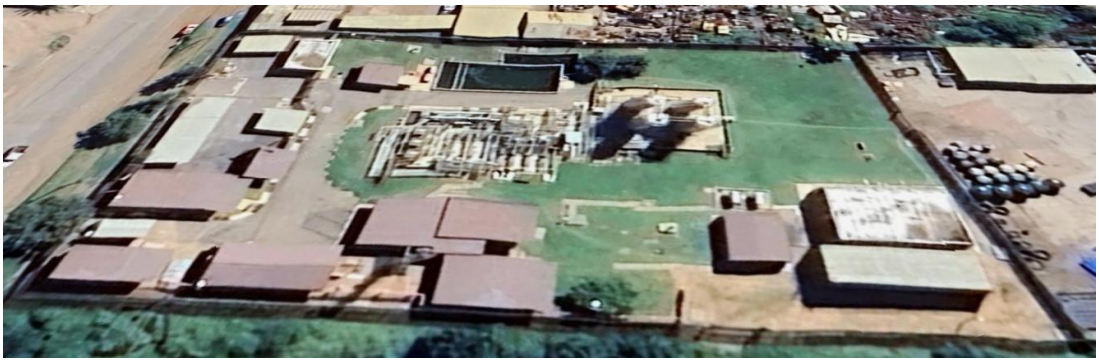
Langlaagte

Address: 46 Main Reef Rd, Industria, Langlaagte

Coordinates: S 26°12'17.7" E 27°58'31.0"

Klerksdorp

Address: 9A Mahogany Avenue, Klerksdorp Industrial,



Coordinates: S 26°53'50.8" E 26°39'48.7"

Rustenburg

Address: 6 Escom Street, Rustenburg

Coordinates: S 25°40'25.1" E 27°15'25.0"

Tarlton

Address: Cnr Rustenburg/Ventersdorp (R24/N14)

Coordinates: S 26°04'45.8" E 27°38'25.7"

Jameson Park

Address: off R42 & Poortjie Rd (to Nigel), Heidelberg

Coordinates: S 26°28'0.07" E 28°25'38.68"

Sasolburg

Address: Cnr Henry & Bergius Street

Coordinates: S 26°49'33.1" E 27°51'02.6"

Coalbrook

Address : Cnr Jan Haak Rd & Main Entrance Natref Gate

Coordinates : S 26°47'50.2" E 27°51'25.3"

Quagga

Address: Farm Road (P213) Quagga

Coordinates: S 27°30'30.6" E 29°45'05.3"

Newcastle

Address:56 Marconi Street, Riverside Industrial, Newcastle

Coordinates: S 27°44'26.5" E 29°59'39.7"

Mnambithi

Address: un-named road off R600, on farm Kranskloof 13091, Ladysmith

Coordinates: E 29°36'50.86" S 28°37'0.60"

Ladysmith PS

Address: 32A Hyde Rd, TFR Industrial site

Coordinates: E 29°36'50.86" S 28°37'0.60"

The project scope for the Engineering *Consultant* includes:

- **Site Assessments and Feasibility Studies:** Conducting detailed evaluations of site conditions, including space availability, structural suitability, electrical integration requirements, and energy yield potential.
- **System Conceptual Design and Optimization:** Developing and refining conceptual designs that optimize energy production within site constraints and operational requirements, forming the basis for the contractor's detailed engineering design.
- **Regulatory Compliance:** Adhering to national standards, grid codes, environmental requirements, and utility interconnection criteria, and supporting the process for obtaining necessary acceptance.
- **Project Execution and Timeline Planning:** Defining critical milestones, procurement strategies, and construction schedules to ensure timely delivery.
- **Performance Monitoring and Maintenance Strategies:** Establishing protocols for long-term monitoring, efficiency optimization, and preventive maintenance.
- **Preparation of the Scope of Works:** Developing the technical Scope of Works and performance requirements to be issued to the contractor for detailed design and construction.
- **Construction Supervision:** Providing technical oversight of the contractor's works, verifying compliance with project requirements, and supporting the *Employer's Agent* throughout project execution.

6. SCOPE OF SERVICES

The *Consultant's* role is multifaceted, encompassing technical oversight, project management, and risk mitigation to ensure the seamless execution of the *Employer's* Solar PV Renewable Energy Projects. In addition to supervising the project lifecycle, the *Consultant* will proactively address potential risks, loopholes, and challenges to safeguard the *Employer's* objectives. This includes ensuring that the contractor adheres to their scope of work, designs comply with relevant standards, and procurement processes are transparent and aligned with project requirements. The *Consultant* must also provide technically competent and appropriately qualified personnel for the entire duration of the project.

6.1 Roles and Responsibilities

The *Consultant* shall act as the *Employer's* technical representative and NEC Supervisor throughout the Project.

The *Consultant* shall provide technical oversight, quality surveillance, construction monitoring, contract administration support, and engineering assurance on behalf of the *Employer*.

The *Consultant* shall not undertake detailed engineering design, procurement of equipment, construction activities, temporary works, construction methods, or commissioning execution. These responsibilities remain solely with the contractor.

The *Employer's Agent* (Project Manager) shall administer the NEC Contract, issue contractual instructions, certify payments, assess compensation events and make contractual decisions.

The *Consultant* shall provide technical recommendations to the *Employer's Agent* but shall not issue contractual instructions directly to the contractor unless specifically delegated in writing.

6.2 Engineering and Design Phase

The *Consultant* shall execute the *services* in a logically sequenced manner, maintaining a project schedule that reflects dependencies across design, procurement, construction, commissioning, and handover. The *Consultant* shall prepare *Employer's* Requirements, Concept Design, Design Basis Report and Performance Specifications.

The contractor shall prepare all detailed designs, construction drawings, calculations, and as-built documentation based on the accepted concept. The *Consultant* shall review the contractor's detailed designs solely for compliance with the conceptual intent, performance requirements, applicable standards, and the *Employer's* policies, while final acceptance of detailed designs remains with the *Employer's Agent*. The *Consultant* shall promptly notify the *Employer's Agent* of any deviations or delays affecting the sequence or timing of the works.

6.2.1 <u>Planning and Scheduling:</u>

6.2.1.1 Create a comprehensive and clear project plan schedule that outlines milestones, critical path activities, and key deliverables for each phase of the project.

6.2.1.2 Monitor progress against the schedule and implement corrective actions to address deviations.

6.2.1.3 Ensure alignment of the project timeline with the *Employer*'s operational priorities

6.2.1.4 Regular meeting with the *Employer's* owners' team for progress reporting and alignment of scheduled tasks

6.2.2 <u>Risk Management:</u>

6.2.2.1 Conduct a thorough risk assessment to identify potential technical, financial, and operational risks.

6.2.2.2 Develop risk mitigation strategies, including contingency plans, to address identified risks.

6.2.2.3 Continuously monitor project risks and update the risk register as new risks emerge.

6.2.3 <u>Design Review and Validation:</u>

6.2.3.1 Conduct mandatory feasibility studies for each site to evaluate structural integrity, space availability, energy yield potential, electrical load profiling, and environmental compliance. These assessments shall be compiled into

a Feasibility Study Report, which must be submitted to the *Employer's Agent* for review and formal acceptance before progressing to the design phase. No design or construction work may commence until the *Employer's Agent* has accepted the report.

6.2.3.2 Based on the accepted feasibility outcomes, the *Consultant* shall prepare the conceptual and functional design for each site, including design intent documentation, conceptual electrical schematics, layout drawings, and general arrangements. These conceptual designs shall align with the *Employer's* technical specifications, operational requirements, and all applicable codes and regulations, and will form the basis for the contractor's detailed engineering design.

6.2.3.3 The *Employer* shall form part of the design team, actively participating in design formulation, review workshops, and validation sessions to ensure early alignment and buy-in.

6.2.3.4 The *Consultant* shall establish a structured procedure for submitting designs to TPL for review and acceptance. This process shall include:

i. Submission of preliminary, detailed, and final design packages.
ii. Review cycles with formal comment resolution tracking.
iii. Written acceptance at each key design stage.

6.2.3.5 Designs shall be validated by the *Consultant* to ensure functional performance, regulatory compliance, and long-term reliability. Feedback from the *Employers Agent* shall be integrated throughout.

6.2.3.6 Design risks shall be identified early, and mitigation strategies will be provided to support informed decision-making and efficient approvals.

6.2.3.7 Innovative, cost-effective design solutions shall be incorporated to enhance energy efficiency, operational resilience, and sustainability outcomes.

6.2.3.8 All design changes, iterations, and approvals shall be formally documented to maintain traceability and ensure full transparency across the project lifecycle.

NOTE: All key deliverables such as feasibility reports, designs, tender documentation, and commissioning records shall be submitted to the *Employer's Agent* for review and formal acceptance. Each deliverable must meet defined criteria for completeness, technical compliance, and alignment with project requirements. No subsequent activity dependent on a deliverable may proceed until written acceptance has been obtained. Rejected deliverables must be revised and re-submitted within timelines agreed with the *Employer's Agent*.

6.2.4 Regulatory and Environmental Compliance:

6.2.4.1 The *Consultant* shall lead the conceptual-phase regulatory engagements and confirm connection feasibility with the relevant utility. The contractor shall prepare and submit all detailed engineering documentation required for final utility approvals, permitting, and compliance signoffs.

6.2.4.2 Ensure designs adhere to local and international standards, including SANS, IEC, and relevant environmental guidelines.

6.2.4.3 Confirm alignment with Transnet Pipelines standards and ensure integration with existing infrastructure.

6.2.5 Stakeholder Coordination:

6.2.5.1 Develop and maintain a Stakeholder Communication Matrix defining communication protocols, roles, responsibilities, reporting requirements, and escalation procedures.

6.2.5.2 Coordinate communication between the *Employer's Agent*, contractor, regulatory authorities, and other key stakeholders to ensure alignment on project objectives, programme, deliverables, and technical requirements.

6.2.5.3 Facilitate and document regular project coordination meetings, including progress reviews, action tracking, decision registers, and issue resolution.

6.2.5.4 Maintain records of stakeholder communications, technical decisions, approvals, and design changes, and provide regular stakeholder coordination reports to the *Employer's Agent*.

6.2.5.5 Document and track design changes to maintain transparency and accountability.

6.2.6 Development of Procurement Specifications:

6.2.6.1 Review and align with the *Employer's* Procurement Procedures

6.2.6.2 Develop a detailed scope of work for all sites to issue a tender for a contractor.

6.2.6.3 Specify performance criteria, warranties, and certifications required for all components.

6.3 Procurement Phase

6.3.1 Tender Management

The *Consultant* shall support the *Employer's Agent* in the procurement process by preparing the scope of works and participating in the technical evaluation of bids. Recommendations may be made on technical grounds, but the final selection of service providers rests with the *Employer's Agent*. The *Consultant* shall not enter into contractual or financial arrangements on behalf of the *Employer* unless specifically instructed. Evaluation procedures and criteria must be aligned with the *Employer's*

procurement governance requirements and submitted for acceptance before implementation.

6.4 Construction Phase

6.4.1 Construction Supervision:

The *Consultant* shall oversee the contractor's work to ensure compliance with the contract, but shall not be responsible for construction means, methods, or temporary works. These remain solely the responsibility of the contractor. The *Consultant's* role is limited to supervising, monitoring and verifying compliance with the accepted design and contract specifications. Likewise, the contractor shall not deviate from or alter the accepted design without a formal instruction issued by the *Consultant* and accepted by the *Employer's Agent*. A delineation of roles and responsibilities shall be confirmed at project inception and maintained throughout the project to avoid scope overlap or misinterpretation. The contractor remains fully responsible for construction methods, temporary works, labour, plant, safety, quality control, and environmental compliance.

The *Consultant* shall:

6.4.1.1 Oversee daily contractor activities to ensure construction aligns with the accepted design, schedule, and quality standards.

6.4.1.2 Conduct regular site visits to monitor progress, address on-site challenges, and ensure compliance with safety protocols.

6.4.1.3 Facilitate regular coordination meetings with contractors, the *Employer's Agent*, and stakeholders to monitor progress, resolve issues, and maintain alignment with project timelines.

6.4.1.4 Address on-site issues promptly through proactive engagement and structured communication.

6.4.2 Quality Assurance and Control:

6.4.2.1 Project Quality Management

The *Consultant* shall prepare and maintain a project-specific Quality Management Plan (QMP) for the duration of the project. The QMP shall describe the quality management arrangements applicable to the project and shall be submitted to the *Employer's Agent* for review and acceptance before the commencement of the Works.

6.4.2.2 Inspection and Surveillance

Inspections and surveillance activities shall be undertaken at key project milestones, including design, procurement, manufacturing, construction, testing, commissioning, and handover, to verify compliance with accepted requirements. The *Consultant* shall record inspection findings, monitor the

close-out of corrective actions, and report on quality-related matters to the *Employer*'s *Agent*.

6.4.2.3 Contractor Quality Requirements

The *Consultant* shall ensure that all contractors engaged on the project establish, maintain, and implement a documented Quality Management System appropriate to the Scope of Works. Prior to commencement of the works, the contractor shall submit for acceptance:

- Detailed Quality Management Plan (QMP) for the scope of works
- Quality Control Plans (QCPs) & Inspection and Test Plans (ITPs)
- Inspection and Testing Procedures
- Factory Acceptance Test (FAT) & Site Acceptance Test (SAT) Procedures
- Non-Conformance and Corrective Action Procedures
- Manufacturing and Installation Method Statements
- Material Traceability Procedures

6.4.2.4 Quality Audits

A project quality audit programme shall be established and implemented to verify compliance with accepted quality plans, procedures and contractual requirements. Internal audits, supplier audits, and contractor audits shall be undertaken as required by project progress and quality risk. The *Employer* may participate in or witness such audits as deemed necessary. Audit findings and associated actions shall be tracked to closure.

6.4.2.5 Non-Conformance and Corrective Actions

The *Consultant* shall establish and maintain a process for the management of non-conformances. Deviations from accepted requirements shall be documented and corrective actions tracked to closure. All Non-Conformance Reports (NCRs) shall be submitted to the *Employer's Agent* for review, and no NCR shall be closed without the *Employer's Agents* acceptance.

6.4.2.6 Factory and Site Acceptance Test (FAT & SAT)

Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT) shall be witnessed, monitored, reviewed, and recommended for acceptance by the *Consultant* in collaboration with the *Employer's Agent* to verify system functionality and compliance prior to commissioning. Test procedures shall be submitted to the *Employer's Agent* for acceptance before

execution. Any deficiencies identified during testing shall be documented and closed out prior to handover.

6.4.2.7 Design Assurance

The *Consultant* shall review the contractor's design deliverables to verify compliance with the accepted design basis, project requirements, applicable standards, and the *Employer's* requirements.

6.4.2.8 Quality Reporting

The *Consultant* shall prepare and submit quality reports at defined intervals to the *Employer's Agent*, providing a comprehensive overview of quality performance and compliance, including inspections, surveillance and audit results, the status of non-conformances and corrective actions. The reports shall identify areas requiring attention and recommend actions where necessary.

6.4.2.9 Material and Equipment Quality Verification

Materials and equipment supplied for the project shall comply with the accepted specifications and applicable standards. The *Consultant* shall review the relevant quality documentation for acceptance and verify that the necessary records are available prior to installation, commissioning, and handover.

6.4.2.10 Management of Change and Technical Deviations

The *Consultant* shall establish and maintain a process for the management of technical queries, design changes and deviations from accepted requirements. All deviations affecting the scope, quality, performance or compliance shall be submitted to the *Employer's Agent* for review and acceptance prior to implementation.

6.4.2.11 Testing and Commissioning

The *Consultant* shall coordinate and monitor the contractor's testing and commissioning activities and verify that the applicable completion requirements have been satisfied prior to commissioning. The Consultant shall review commissioning results, monitor the close-out of punch items, and provide recommendations to the *Employer's Agent* regarding readiness for commissioning and final acceptance. The *Employer* reserves the right to witness, verify, and accept commissioning activities and may withhold authorization to proceed where the requirements for commissioning have not been met.

6.4.2.12 Handover

The *Consultant* shall verify that all quality records, inspection records, test certificates, as-built drawings, operation and maintenance manuals,

warranties, commissioning records, and statutory compliance certificates are complete and incorporated into the final handover data package prior to final acceptance of the works by the *Employer's Agent*.

6.4.3 Health, Safety, and Environmental Compliance:

6.4.3.1 Ensure adherence to all safety regulations, including contractor-specific safety plans and Transnet safety standards.

6.4.3.2 Monitor environmental management practices to minimize project impact.

6.4.4 Project Reporting:

The *Consultant* shall maintain a structured document management system, aligned with the *Employer's* project control protocols. All project records, including correspondence, reports, drawings, and logs, must be version-controlled, archived systematically, and stored on platforms accepted by the *Employer's Agent*. The *Consultant* shall ensure traceability of decisions and maintain an auditable trail of all project communication and acceptance.

6.4.4.1 Provide the *Employer's Agent* with detailed progress reports, highlighting risks, deviations, and corrective actions.

6.4.4.2 Facilitate regular progress review meetings with the *Employer's Agent* and contractors.

6.4.4.3 Maintain comprehensive records of all project activities, including meeting minutes, progress reports, and decision logs.

6.4.4.4 Provide the *Employer's Agent* with detailed reports at regular intervals, including status updates, risk assessments, and financial summaries.

6.4.4.5 Ensure that all project documentation is archived systematically for future reference.

6.4.5 Document Control

6.4.5.1 Document Management Requirements

The *Consultant* shall manage all project documentation in accordance with TPL-DM-P-0001 (Document Management Procedure) and any project-specific document management requirements issued by the *Employer*. The *Consultant* shall be solely responsible for the control, maintenance, distribution, revision, storage, and archiving of all project documents and drawings through an accepted electronic document management system.

6.4.5.2 Contract Correspondence

All official project correspondence shall be issued through the established document control process. Hard-copy correspondence shall be submitted to the *Employer* through the designated Project Document Controller at

the project site office or at another location specified by the *Employer*. Electronic correspondence shall be transmitted to the *Employer's Agent* and the designated TPL document control email address, with the relevant Project Document Controller copied on all formal submissions.

6.4.5.3 Document Submission and Transmittals

All *Consultant* documentation shall be submitted under cover of the *Consultant's* official Transmittal Note. Each transmittal shall clearly identify, as a minimum:

- Project Number;
- Contract Number;
- Document Number;
- Revision Number;
- Document Title; and
- A complete schedule of all transmitted documents.

Document formats, file types, naming conventions and submission requirements shall comply with project procedures and any additional requirements communicated by the *Employer's Agent*.

6.4.5.4 Document Deliverables

The *Consultant* shall submit all required documentation in both electronic and hard-copy format where requested by the *Employer*. Deliverables shall be submitted to the *Employer's Agent* at the address stated in the Contract Data or at the designated project office.

6.4.5.5 Responsibility for Documentation

Acceptance, review, or acknowledgement of any document by the *Employer's Agent* shall not relieve the *Consultant* of responsibility for the accuracy, completeness, quality, or compliance of the information submitted. The *Consultant* shall remain solely responsible for ensuring that all documentation complies with the Contract requirements.

6.4.5.6 Document Review Process

Following review by the *Employer's Agent*, reviewed documents and drawings, together with consolidated comments and document status, shall be returned to the *Consultant* through the project document control system under cover of the Employer's Transmittal Note. The *Consultant*

shall address all comments, revise the documentation where required, and re-submit the updated documents for further review and acceptance.

6.4.5.7 Management of Third-Party Documentation

The *Consultant* shall be responsible for coordinating, reviewing and submitting all documentation prepared by contractors, manufacturers, suppliers, specialist subcontractors and other third parties forming part of the Works. The *Consultant* shall ensure that these parties are capable of providing documentation that complies with the required quality standards, formats and project programme before the placement of any subcontracts or purchase orders.

6.4.5.8 Document Review Period

Unless otherwise agreed in writing, the *Consultant* shall allow the *Employer's Agent* a minimum period of two (2) weeks to review submitted documentation, measured from receipt by the *Employer's* document control office to formal response. The *Consultant* shall not proceed with activities dependent upon the submitted documentation until the relevant documents have been reviewed and formally accepted by the *Employer's Agent.*

6.4.5.9 Drawing Standards

All engineering drawings shall be prepared, submitted, revised and maintained in accordance with TPL-TECH-DO-STD-004 (Drawing Office Standard – PL103) together with all other applicable Transnet Pipelines drafting, numbering and document control standards.

6.4.6 Payment verification

6.4.6.1 Verify the contractor's completed works and measured quantities against the Contract and provide payment recommendations to the *Employer's Agent*. The *Consultant* shall provide one (1) suitably qualified Quantity Surveyor per project package to support payment verification and certification.

6.5 Commissioning Phase

6.5.1 Testing and Validation:

6.5.1.1 Oversee and validate the testing and commissioning of solar PV systems to ensure functionality, performance, and compliance with design specifications.

6.5.1.2 Ensure all system components operate as intended and meet performance guarantees.

6.5.2 Deficiency Resolution:

6.5.2.1 Identify and address deficiencies or non-conformances during testing.
6.5.2.2 Collaborate with contractors to rectify issues promptly.

6.5.3 Documentation Review:

6.5.3.1 Verify the accuracy and completeness of commissioning documentation, including test reports, as-built drawings, and compliance certificates.

6.6 Handover Phase

6.6.1 Training and Capacity Building:

6.6.1.1 Review and verify that the contractor has prepared and submitted a comprehensive training package, including the training plan, training schedule, training materials, user manuals, operating procedures, maintenance instructions, and troubleshooting guides, for acceptance prior to the commencement of training activities.

6.6.1.2 Coordinate the implementation of the accepted training programme between the contractor and the *Employer's* personnel, and monitor and witness the training to verify that it adequately covers system operation, maintenance, troubleshooting, safety requirements, and industry best practices.

6.6.2 Operational Support:

6.6.2.1 Coordinate the interface between the *Employer's Agent* and the contractor during the initial operational period to facilitate the timely resolution of defects, performance issues, warranty matters, and outstanding punch-list items.

6.6.2.2 Verify that the contractor has established appropriate communication, reporting, and support mechanisms for the management and close-out of post-handover defects, warranty claims, and operational queries.

6.6.3 Final Documentation:

6.6.3.1 Review, verify, and recommend acceptance of the complete handover documentation package submitted by the contractor, including operation and maintenance manuals, as-built drawings, warranties, maintenance schedules, spare parts lists, test records, commissioning reports, training records, and statutory compliance certificates.

6.6.3.2 Facilitate the formal handover process between the contractor and the *Employer's Agent,* verify that all contractual handover requirements have been satisfied, and prepare a Handover Verification Report confirming the status of documentation, training, outstanding defects, warranties, and readiness for final acceptance.

6.7 Access control to site

Security Screening

The *Consultant* will be expected to undergo security screening before being given access to Transnet premises.

The following documents are needed from the company: -

a) Company registration number.
b) CIPC registration.
c) Company TAX clearance TCS Pin.
d) Certified Copies of ID of the directors.
e) Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.
f) Certified Copies of ID of employees who will be working on site.
g) Fingerprint of employees who will be working on-site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.

Note: Please take note that SSA takes 3- 4 weeks for screening to take place once all required documentation has been submitted.

7. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

The *Consultant* hereby grants Transnet Pipelines (TPL) a non-exclusive license in accordance with the provisions of Section 22 of the Copyright Act 1978, under the following conditions:

7.1.1 To reproduce, distribute, and use any plan, diagram, drawing, specification, bill of quantities, design, calculation, or similar document created by the *Consultant* in connection with the project.

7.1.2 To freely and unrestrictedly utilize such documents for its internal purposes, including operational and strategic requirements.

7.1.3 To share these documents with other consultants engaged by TPL for purposes related to the consultancy.

7.1.4 To provide copies to external parties as necessary for tender processes initiated by TPL.

The *Consultant* shall also ensure that any specialist or firm engaged by them for investigations, designs, or other project-related *services* grants TPL a similar non-exclusive license for the purposes outlined above. No additional payment shall be required for granting these licenses.

Additionally, the source codes for any computer programs designed and developed for TPL as part of the project shall become the exclusive property of TPL. TPL reserves the right to copy, modify, or otherwise utilize the source codes without seeking further permission from the *Consultant*. Such programs shall not hold commercial value for any third party other than TPL. The *Consultant* must provide the complete source code and accompanying documentation to TPL before the final payment.

8. HEALTH AND SAFETY

All personnel must wear full flame-retardant personal protective equipment (PPE) at all times while on the *Employer's* sites. This is crucial for safeguarding workers from potential hazards such as fires or electrical incidents.

The *Consultant* shall at all times comply with Safety, Health and Environmental requirements prescribed by the relevant legislation as well as the Transnet contractor Management Procedure (TIMS-GRP-PROC-014) as they may apply to the scope of services. The service provider shall comply with the provisions of the Occupational Health and Safety Act, 85 of 1993 and relevant regulations as amended.

The *Consultant* will be responsible for the safety, health, and environmental rules that the *Employer* may require to be implemented. The *Consultant* shall ensure that no employees or persons working on his/her behalf are allowed to enter any Transnet Pipelines site, unless that employee or person has undergone safety, health, and environmental induction pertaining to the hazards prevalent to the site at the time of entry. The *Consultant* shall ensure that all employees working on site have valid medical certificates of fitness specific to the scope of work to be performed and issued by an occupational health practitioner. Before establishing or entering any Transnet site, the *Consultant* shall submit a Safety, Health, and Environmental Compliance file for review and approval by Transnet Pipelines.

Furthermore, the *Consultant* shall:

8.1.1 The *Consultant* shall comply with the Occupational Health and Safety Act applicable to its own employees.

8.1.2 Ensure that all personnel working on sites have valid medical fitness certificates issued by an accredited occupational health practitioner.

8.1.3 Submit a comprehensive SHE Compliance File to the *Employer's Agent* for review and acceptance before commencing any site activities.

8.1.4 The SHE Compliance File should contain the following as a minimum:

i. A valid Letter of Good Standing with the Compensation Fund.
ii. A signed 37(2) Agreement.
iii. A detailed Risk Assessment.
iv. A Method Statement tailored to the scope of services.

9. ENVIRONMENTAL REQUIREMENTS

The *Consultant* shall at all times comply with Environmental Requirements prescribed by law as they may apply to service activities. The *Consultant* shall comply with the provisions of the National Environmental Management Act 107 of 1998, National Water Act 36 of 1998, National Environmental Management: Waste Act 59 of 2008 and any other applicable national, provincial and local environmental legislation.

The *Consultant* shall consult the *Employer's* Environmental Department on matters requiring specialist environmental input and shall ensure environmental expertise is included in the project team where required

The *Consultant* shall :

- Support the Employer in ensuring that environmental requirement in every respect responsible for compliance with the provisions of the Acts
- Conduct routine environmental inspections during construction and report any observed non-conformances to the *Employer's Agent*.
- Maintain an Environmental Observation Register and monitor the close-out of environmental findings.
- Review environmental reports submitted by the contractor and provide recommendations to the *Employer's Agent*.
- Immediately notify the *Employer's Agent* of any significant environmental incident observed during execution of the Works.
- Verify that environmental permits, licences and statutory approvals required for the Works are maintained by the contractor.
- Not assume responsibility for implementing environmental controls, waste disposal, spill response or environmental remediation. These responsibilities remain solely with the contractor.

9.1 Waste Management

The *Consultant* shall monitor and verify that the contractor implements waste management practices in accordance with the approved Environmental Management Plan and applicable legislation.

9.2 Hazardous Substances

The *Consultant* shall monitor that the contractor stores, transports and handles hazardous substances in accordance with the approved EMP and relevant legislation, as defined in the Hazardous Substances Act (Act No. 15 of 1973), the Occupational Health and Safety Act (No. 85 of 1993), the local Bylaws, and any other applicable legislation.

9.3 Incident Reporting

The *Consultant* shall record, monitor and report environmental incidents observed during construction and verify implementation of corrective actions by the contractor.

10. COMMUNICATIONS

The *Consultant* shall adhere strictly to all communication protocols defined by TPL. All communication received, produced, or issued by the *Consultant* must be reviewed and accepted by TPL prior to dissemination to any third party. This includes but is not limited to:

- Engagements with market players and stakeholders in the oil and gas industry.
- Advertisements or public notices.
- Communications with Transnet's clients, industry forums, or any media outlets, including magazines, websites, blogs, and social media platforms.

All communication templates, formats, and timing must be agreed upon and accepted by the relevant *Employer's* process owner before work begins. The *Consultant* will bear the cost of correcting any incomplete, incorrect, or non-compliant documentation.

To ensure the accuracy and integration of information, all reports and communications must be cross-referenced with other disciplines and tools. Furthermore, all direct, indirect, or third-party communications must be recorded in TPL's designated document control system.