
Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE PROVISION OF ENERGY PERFORMANCE CERTIFICATION FOR TNPA
BUILDINGS AND FACILITIES FOR A PERIOD OF SIX (6) MONTHS**

RFP NUMBER	: TNPA/2025/11/0013/111078/RFP
ISSUE DATE	: 15 JULY 2026
COMPULSORY BRIEFING	: 24 JULY 2026
CLOSING DATE	: 13 AUGUST 2026
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 180 BUSINESS DAYS

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Energy Performance Certification for Leased buildings and facilities for a Period of 06 (six) Months
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted on Microsoft Teams on the 24 JULY 2026, at 10:00am [10 O'clock] for a period of $\pm$ 2 (two) hours. https://teams.microsoft.com/meet/323228176727681?p=efgM6k3PQ9S4SZC69k The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. The Returnable Schedule T2.2-01, signed by the <i>Employer's Representative</i> will be sent to all tenderers who would have attended the Compulsory Tender Clarification Meeting. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	16:00 on 13 AUGUST 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, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to tenders and upload their tender proposals/responses on to the system.

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

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

- a) Log on to the Transnet eSupplier website/Portal (<https://esupplierportal.transnet.net/portal/>)
- b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR; to sign in if already registered;
- c) Click on "ADVERTISED TENDERS" to view advertised tenders;
- d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;
- e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.
- g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- h) No late submissions will be accepted.
- i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- k) 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.
- L) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable or if tenders received are non-responsive;
- 4.4. Award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 4.5. 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;
- 4.6. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.7. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.8. 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;
- 4.9. 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);



- 4.10. 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.
- 4.11. 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.
- 4.12. 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.
- 4.13. 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

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

Supplier Number..... and

Unique registration reference number.....(Tender Data)

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

C.1.4	The Employer's agent is:	Procurement Lead
	Name:	Bhatisani Widzani
	Address:	Transnet National Ports Authority 150 Commissioner Street Third Floor Johannesburg 2001
	Tel No.	N/A
	E – mail	TNPAtenderenquiries3@transnet.net

C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:
	1. Stage One: Eligibility Criteria
	1.1 Eligibility with regards to attendance at the compulsory clarification meeting:
	An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7
	1.2 Eligibility with regards to Professional registrations of personnel.
	Requirement of a minimum of three, Electrical/Mechanical Engineers/Technologists, all registered as EPC (Energy Performance Certificate) professionals, and must provide valid confirmation letters issued by SANEDI verifying their registration and eligibility to perform EPC-related services.
	A Project Manager (NQF Level 6 in Engineering Built-in Environment)
	1.3 Submission of a signed and completed Form of Offer
	1.4 Submission of a completed Activity Schedule
	<i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i>

2. Stage Two - Functionality:

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

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

Tenderers who achieve the minimum qualifying score for functionality of 60 points will be evaluated further in terms of price and specific goals. The evaluation criteria for measuring specific goals are stated in C.3.11 below.

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete their contact details on Microsoft Teams.** 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 to note that **T2.2-01 certificate of attendance**, signed by the Employer's authorised representative will be circulated at the briefing session.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with:
	▪ Name of Tenderer:
	▪ Contact person and details:
	▪ The Tender Number:
	▪ The Tender Description

Documents must be marked for the attention of:
Employer's Agent: Bhatiani Widzani

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

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

Time: **16:00** on the **13 AUGUST 2026**

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

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **180 business 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. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
 3. Proof of registration on the Central Supplier Database;
 4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.
 5. Professional registrations of personnel:
 - 3x Mechanical/Electrical Engineers/Technologists registered as Energy Performance Certificate Professionals (EPC)
 - 1x Project Manager (NQF Level 6 in Engineering Built-in Environment)

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

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

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

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

Functionality Criteria

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

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

Functionality criteria	Sub-criteria	Sub-criteria Points	Max. no. of Points
Management and CVs of Key Persons Refer to T2.2-04 Management and CVs of Key Persons for the complete Evaluation Schedule	Mechanical/Electrical Engineers/Technologists registered as Energy Performance Certificate Professionals (EPC) (1)	6	25
	Mechanical/Electrical Engineers/Technologists registered as Energy Performance Certificate Professionals (EPC) (2)	6	
	Mechanical/Electrical Engineers/Technologists registered as Energy Performance Certificate Professionals (EPC) (3)	6	

Functionality criteria	Sub-criteria	Sub-criteria Points	Max. no. of Points
Previous Experience Refer to T2.2-03 Previous Experience for the complete Evaluation Schedule	1x Project Manager (NQF Level 6 in NQF Level 6 in Engineering Built-in Environment)	7	
	Experience in Energy Management /Energy Audit Projects:	25	50
	Experience in the execution and delivery of Energy Performance Certification (EPC) projects:	25	

Functionality criteria	Sub-criteria	Sub-criteria Points	Max. no. of Points
Approach Paper Refer to T2.2-05 Approach Paper for the complete Evaluation Schedule	The approach paper must respond to the scope of Services and outline the proposed approach/methodology including that relating but not limited to programme, method statement, technical approach and an understanding of the project objectives. This document should discuss in detail how all two phases of the project development will be achieved, namely: - Phase 1: Data Collection, Verification and Energy Performance Assessment - Phase 2: Certification	15	15
Project Organogram Refer to T2.2-06 Evaluation Schedule: Project Organogram	An organogram showing the proposed project team (including the key people you have identified in the Contract Data Part two, in addition to the minimum required key people stated in the Scope of Services). The tenderer should propose the structure and composition of the project team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline and the proposed technical support personnel. The roles and responsibilities of each key personnel member / expert should be set out as job descriptions. In	10	10



Functionality criteria	Sub-criteria	Sub-criteria Points	Max. no. of Points
	the case of an association / joint venture / consortium, it should indicate how the duties and responsibilities are to be shared.		
			100
The Threshold is 60 Points			

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

1. T2.2-03 Evaluation Schedule: Previous experience
2. T2.2-04 Evaluation Schedule: Management & CV's
3. T2.2-05 Evaluation Schedule: Approach Paper.
4. T2.2-06 Project Organogram

Each evaluation criteria will be assessed in terms of scores of 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, PSC (services related procurement))

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

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations.

80 tender evaluation points for price will be allocated 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,

Or

90 tender evaluation points for price will be allocated where the financial value of one or more responsive tenders received have a value above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Technical	60

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

Up to 20 or 10 tender evaluation points for preference 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

Specific Goals	Number of points (80/20 system)	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	4.00	2.00
EME or QSE 51% Black Owned	16.00	8.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00	0.00

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

<u>DESCRIPTION</u>	<u>POINTS</u>	
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	20	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 tenderer's scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

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

-
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
 3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
 4. Transnet has 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 undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - b) has no legal capacity to enter into the contract,
 - c) 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,
 - d) does not comply with the legal requirements, if any, stated in the tender data and
 - e) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - f) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - g) In relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial

resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

- h) would have the appointment which would result in a negative impact on Transnet's Return on Investment;
- i) has the legal capacity to enter into the contract,
- j) complies with the legal requirements, if any, stated in the tender data and
- k) is able, in the option of the employer to perform the contract free of conflicts of interest.
- l) has its members, directors, partners:
 - under restrictions as contemplated in the Integrity Pact (Form T 2.2-23),
 - subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;

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



SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2025/11/0013/111078/RFP	ISSUE DATE:	17/07/2026	CLOSING DATE:	13/07/2026	CLOSING TIME:	16:00
DESCRIPTION	FOR THE PROVISION OF ENERGY PERFORMANCE CERTIFICATION FOR TNPA BUILDINGS AND FACILITIES FOR A PERIOD OF SIX (6) MONTHS						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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

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- Log on to the Transnet eSupplier website/Portal (<https://esupplierportal.transnet.net/portal/>)
- Click on "SIGN IN/REGISTER" to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;
 - to sign in if already registered;
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;
- Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**
- Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.**
- Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
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- Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.**
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- 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.**

A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Bhatisani Widzani	CONTACT PERSON	Bhatisani Widzani
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
	tnpatenderenquiries3@transnet.net	E-MAIL ADDRESS	tnpatenderenquiries3@transnet.net

E-MAIL ADDRESS					
SUPPLIER INFORMATION: NB – The information provided below will be used to make contact with the tenderer during evaluations/clarification processes. Contact details provided by the tenderer anywhere else in the document will not be considered					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

- T2.2-01 **Stage Two: Eligibility Criteria Schedule** - Certificate of attendance at `Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two: Eligibility Criteria Schedule** - The bidder's key technical personnel must consist of a minimum of three individuals, all registered as EPC (Energy Performance Certificate) professionals, and must provide valid confirmation letters issued by SANEDI verifying their registration and eligibility to perform EPC-related services,
1x Project Manager (NQF Level 6 in Engineering Built-in Environment)

2.1.2 Stage Five: these schedules will be utilised for Functionality evaluation purposes:

- T2.2-03 Evaluation Schedule: Previous experience
- T2.2-04 Evaluation Schedule: Management & CV's
- T2.2-05 Evaluation Schedule: Approach Paper.
- T2.2-06 Project Organogram

2.1.3 Returnable Schedules:

General:

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

Agreement and Commitment by Tenderer:

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

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-16 Insurance provided by the Consultant
- T2.2-17 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

- T2.2-18 Supplier Declaration Form
- T2.2-19 Bidders Disclosure (SBD 4 and 6.1)

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions Activity Schedule

2.6 C2.2 Priced Activity Schedule

3 Scope of Services.

C4 Site Information

T2.2-1: Eligibility Criteria Schedule:

Certificate of Attendance for a Virtual Compulsory Tender Clarification Meeting:

This is to certify that:

.....
(Company Name)

Represented by:
(Name and Surname)

Was represented at the compulsory tender clarification meeting

Meeting Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name Signature

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

NB: This returnable document will be sent only to those bidders that attended the virtual compulsory clarification session.

T2.2-03: Evaluation Schedule: Previous Company Experience

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature, namely in energy management and issuing EPC (Energy Performance Certificates). Each area specified will be scored according to the criteria below. The two specific areas of services experience are:

1. Experience in Energy Management Projects.
2. Experience in the execution and delivery of Energy Performance Certification (EPC) projects.

All tenderers are to provide the following to ensure evaluations are satisfied:

- A list of past / current comparable projects.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Index of documentation attached to this schedule:

The scoring of the previous company experience:

Allocation of Points	Experience in Energy Management /Energy Audit Projects:	Experience in the execution and delivery of Energy Performance Certification (EPC) projects:
Points (50)	25	25
Score (0)	The tenderer has not submitted no information, or the submitted information is inadequate to determine a score.	
20	Tenderers demonstrate experience in the execution of One (1) Energy Management /Energy Auditing projects.	Tenderers demonstrate experience in the execution of One (1) Energy Performance Certification project.
40	Tenderers demonstrate experience in the execution of Two (2) Energy Management /Energy Auditing projects.	Tenderers demonstrate experience in the execution of Two (2) Energy Performance Certification projects.
60	Tenderers demonstrate experience in the execution of three (3) Energy Management /Energy Auditing projects.	Tenderers demonstrate experience in the execution of three (3) Energy Performance Certification projects.
80	Tenderers demonstrate experience in the execution of four (4) Energy Management /Energy Auditing projects.	Tenderers demonstrate experience in the execution of four (4) Energy Performance Certification projects.
100	Tenderers demonstrate experience in the execution of more than Four (4) Energy Management /Energy Auditing projects.	Tenderers demonstrate experience in the execution of more than Four (4) Energy Performance Certification projects.

T2.2-04: Evaluation Schedule: Management and CV's

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

1. The experience of assigned key persons in relation to the scope of services will be evaluated from two different points of view, namely:
 - i. Relevant no. of years of experience in energy related projects.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of *Services*. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

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

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

Attached submissions to this schedule:

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

List of Key Persons assigned to the above disciplines

No.	Key Persons	<u>Minimum Qualification and/or Registration</u>	Name and Surname	CV attached (Yes/No)
1	Mechanical/Electrical Engineers/Technologists registered as Energy Performance Certificate Professionals (EPC)	Energy Performance Certificate professionals with Btech or Degree in Mechanical/Electrical Engineering with not less than 3 years postgraduate experience in energy related projects.		
2	Project Manager (NQF Level 6 in Engineering Built-in Environment)	Engineering Built Environment Diploma with not less than 3 years post graduate experience in Managing NEC3 projects		



The scoring of the staff and resources of the key persons will be as follows:

	Mechanical/Electrical Engineers/Technologists registered as Energy Professionals (EPC) (Eastern Region)	Mechanical/Electrical Engineers/Technologists registered as Energy Professionals (EPC) (Central Region)	Mechanical/Electrical Engineers/Technologists registered as Energy Professionals (EPC) (Western Region)	Project Manager (NQF Level 6 NQF Level 6 in Engineering Built-in Environment)
Points (25)	6	6	6	7
0	The tenderer has submitted no information or inadequate information to determine a score.			
20	The key personnel's post-graduate experience in Energy related projects is in the range of > 0 and ≤ 1 year.	The key personnel's post-graduate experience in Energy related projects is in the range of > 0 and ≤ 1 year.	The key personnel's post-graduate experience in Energy related projects is in the range of > 0 and ≤ 1 year.	The key personnel's post-graduate experience in managing NEC3 projects is in the range of > 0 and ≤ 1 year.
40	The key personnel's post-graduate experience in Energy related projects is in the range of > 1 and ≤ 3 years.	The key personnel's post-graduate experience in Energy related projects is in the range of > 1 and ≤ 3 years.	The key personnel's post-graduate experience in Energy related projects is in the range of > 1 and ≤ 3 years.	The key personnel's post-graduate experience in managing NEC3 projects is in the range of > 1 and ≤ 3 years.
60	Key personnel's post-graduate experience in Energy related projects is in the range of > 3 and ≤ 4 years.	Key personnel's post-graduate experience in Energy related projects is in the range of > 3 and ≤ 4 years.	Key personnel's post-graduate experience in Energy related projects is in the range of > 3 and ≤ 4 years.	The key personnel's post-graduate experience in managing NEC3 projects is in the range of > 3 and ≤ 4 years.
80	Key personnel's post-graduate experience in Energy related	Key personnel's post-graduate experience in Energy related	Key personnel's post-graduate experience in Energy related	The key personnel's post-graduate experience in managing NEC3 projects is in



	projects is in the range of > 4 and ≤5 years.	projects is in the range of > 4 and ≤5 years.	projects is in the range of > 4 and ≤5 years.	the range of > 4 and ≤ 5 years.
100	Key personnel's post-graduate experience in Energy related projects is greater than 5 years.	Key personnel's post-graduate experience in Energy related projects is greater than 5 years.	Key personnel's post-graduate experience in Energy related projects is greater than 5 years.	Key personnel's post-graduate experience in managing NEC3 projects is greater than 5 years.

* The Key Persons must have the minimum qualification to obtain a score.

T2.2-05: Evaluation Schedule - Approach Paper/Method Statement

Note to tenderers:

The approach paper must respond to the scope of Services and outline the proposed approach/methodology including that relating but not limited to programme, method statement, technical approach and an understanding of the project objectives. This document should discuss in detail how all three phases of the project development will be achieved, namely:

- Phase 1: Data Collection, Verification and Energy Performance Assessment
- Phase 2: Certification

The tenderer must as such explain his/her understanding of the objectives of the Services and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them.

The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 5 pages.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

The scoring of the approach paper will be as follows:

Score	Approach Paper/Method Statement
0	The Tenderer has submitted no information or inadequate information to determine a score.
20	The approach/methodology does not address any of the 2 Project phases.
40	The approach/methodology only addresses 1 phase out of the two project phases with clarity and detail.
60	The approach/methodology addresses all 2 phases of the project with clarity and detail. However, it does not include project risk management strategy
80	The approach/methodology addresses all 2 phases of the project and further includes a risk management strategy for the project.
100	The approach addresses all 2 phases of the project, includes a risk management strategy and further details ways to improve the project outcomes and the quality of the outputs.

T2.2-06: Evaluation Schedule: Project Organogram

Note to tenderers:

An organogram showing the proposed project team (including the key people you have identified in the Contract Data Part two, in addition to the minimum required key people stated in the Works Information).

The tenderer should propose the structure and composition of the project team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline and the proposed technical support personnel.

The roles and responsibilities of each key personnel member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and personnel proposals to this page.

Index of documentation attached to this schedule:

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.....

The scoring of the staff and resources of the key persons will be as follows:

The scoring of the staff and resources of the key persons will be as follows:

Score	Organogram 10
0	The tenderer has submitted no information or submitted organogram missing more than 3 of the project key resources.
20	The organogram is missing 2 of the project key resources.
40	The organogram is missing 1 of the project key resources.
60	The organogram is complete and includes all identified key resources.
80	The organogram is balanced and further defines roles and responsibilities of each resource.
100	Besides meeting the above "80" rating, the organogram includes proposed additional resources.

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

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

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

NB: Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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

Signed Date

Name Position

Tenderer

T2.2-10 NON-DISCLOSURE AGREEMENT

[JULY 2026]

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

T2.2-11: 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 furthermore confirm that pursuant to our response to the tender TNPA/2026/03/0527/3053/RFP: Professional services Energy Performance Certification for TNPA buildings and facilities for seven ports in Transnet National Ports Authority as described in C3 and C4, there has been no change in respect of our response to the listed forms hereunder, and we further undertake to advise Transnet National Ports Authority immediately there has been any event that would require a different response:
- Letter of Good Standing T2.2-04
 - Annexure G – Compulsory Enterprise Questionnaire T2.2-10
 - Non-disclosure agreement T2.2-11
 - Breach of Law form T2.2-13
 - Service Provider Integrity Pact T2.2-15
 - Supplier Code of Conduct T2.2-16
 - DPIP or FPPO Forms T2.2-09
7. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of the SCM Complaints and Allegations Office. The Transnet SCM Complaints and Allegations Office process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
8. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-12: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-13 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

T2.2-14 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.

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- 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;

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- 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:

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- 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:

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- 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

T2.2-15 : Service Provider 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 service provider 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 Service providers of Transnet's expectations regarding behaviour and conduct of its Service provider's.

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 service provider s 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 service provider.
- Employees must not accept or request money or anything of value, directly or indirectly, from service provider.
- 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 service provider is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Service provider s 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.*

- Service provider s 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 service provider s requires us to clearly define requirements, to exchange information and share mutual benefits.*

- Generally, service provider s have their own business standards and regulations. Although Transnet cannot control the actions of our service provider s, 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.
- Service provider s must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the service provider is expected to participate in an honest and straight forward manner.

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

4. 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 service provider s.

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 Service provider Code of Conduct."

Signed this on day _____ at _____

Signature

T2.2-16: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-17: Three (3) years audited or reviewed 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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TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

T2.2- 18 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.

TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

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.cipc.co.za.

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

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

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY
Tender Number: TNPA/2025/11/0013/111078/RFP
Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	Specialise d 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					

TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

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
	Education al Institution	Specialise d 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	

TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

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;										

TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

- 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	YES ☐ NO ☐

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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.).	
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 in their developmental area e.g. (They might require training or financial assistance etc.)	YES ☐ NO ☐
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	
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TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

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 naturalisation- 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 % = _____ %

TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

- 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 naturalisation- 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,

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- 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)	

- 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.
- 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

TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

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.		

TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2025/11/0013/111078/RFP

Description of the Services: Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

10. Central Supplier Database (CSD) Summary Registration Report.		
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T2.2-19 BIDDER'S DISCLOSURE (SDB 4 AND SBD 6.1)

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 or equal to R50 000 000 (all applicable taxes included);
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The lowest acceptable tender will determine whether the 80/20 or 90/10 preference point system will apply.
- 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:

Specific Goals	Number of points (80/20 system)	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	4.00	2.00
EME or QSE 51% Black Owned	16.00	8.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	00	00

- 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 or 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

- 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 DTIC's website at www.thedtic.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Y Partnership/Joint Venture / Consortium
- Y One person business/sole propriety
- Y Close corporation
- Y Company
- Y (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or

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.

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.
- 3.6 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

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.



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

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:

Energy Performance Certification for TNPA buildings and facilities for a Period of Six (6) Months

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the 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	R.....
Value Added Tax @ 15% is	R.....
The offered total of the Prices inclusive of VAT is	R.....
(in words)	

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- 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 tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (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:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law X7: Delay damages X9: Transfer of rights X10: <i>Employer's Agent</i> X11: Termination by the <i>Employer</i> X18: Limitation of liability Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100

11.2(9)	The <i>services</i> are	Energy Performance Certification for TNPA buildings and facilities
11.2(10)	The following matters will be included in the Risk Register	The site is an operational site; the contractor must ensure minimal disturbance to normal operations.
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 (two) weeks
13.6	The <i>period for retention</i> is	50% of the retention will be released on completion and 50% released (Six) 6 months after completion or Termination of Service.

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	<i>access date</i>
		1 Western Region Ports	01 October 2026
		2 Central Region Ports	01 October 2026
		3 Eastern Region Ports	01 October 2026

3 Time

31.2	The <i>starting date</i> is	01 October 2026	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	30 April 2027	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>	<i>key date</i>
		1 Phase 1	05 March 2027
		2 Phase 2	02 April 2027
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	1 (one) week.	

4 Quality

40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.
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41.1 The *defects date* is **26 (twenty-six) weeks after Completion of the whole of the *services*.**

5 Payment

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

50.3	The <i>expenses</i> stated by the <i>Employer</i> 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.

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

51.2 The *currency of this contract* is the **South African Rand (ZAR).**

51.5 The *interest rate* is **The prime lending rate of the Rand Merchant Bank 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 <i>services</i> or earlier termination
The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Consultant</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.	26 Weeks
failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims	26 Weeks
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	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 <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks

death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Consultant* arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.

Motor Vehicle Liability Insurance

Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 5 000 000.00

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

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 <i>Consultant's</i> total liability to the <i>Employer</i> 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 <i>Employer's</i> Professional Indemnity (PI) and General Third Party Liability policies, the <i>Consultant's</i> liability will be limited to the excesses applicable under the <i>Employer's</i> 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 <i>Employer's</i> Professional Indemnity and General Third Party Liability policies the <i>Consultant's</i> liability will be limited to the final total of the Prices.
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9	Termination	No additional data required for this section of the <i>conditions of contract</i>.
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10	Data for main Option clause
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A	Priced contract with activity schedule
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21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	2 (Two) weeks.
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11	Data for Option W1
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W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Association of Arbitrators (Southern Africa)
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W1.4(2)	The <i>tribunal</i> is:	Arbitration
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W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
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The place where arbitration is to be held is	Port Elizabeth, South Africa
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The person or organisation who will choose an arbitrator	
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- | | |
|---|---|
| <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is | The Chairman of the Association of Arbitrators (Southern Africa) |
|---|---|

12 Data for secondary Option clauses

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

X7 Delay damages

X7.1 Delay damages for late Completion of the whole of the *services* are **R3000.00 per day (after the *completion date* for the whole of the *services*)**

X9 Transfer of rights The *Employer* owns the *Consultant* rights over any of the material whatsoever prepared for the Services of this Contract by the *Consultant*. The *Consultant* provides on request by the *Employer's Agent*, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the *Employer*.

X10 The *Employer's Agent*

X10.1 The *Employer's Agent* is

Name: **Transnet National Ports Authority**

Address **150 Commissioner Street
Carlton Centre (TNPA Offices, Floor 3)
Johannesburg
2001**

Tel

e-mail

The authority of the *Employer's Agent* is **Fully empowered to act on behalf of the *Employer* for the services covered by the contract.**

X18 Limitation of liability

X18.1 The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to: **Nil**

X18.2 The *Consultant's* liability to the *Employer* for Defects that are not found until after the defects date is limited to: **The deductible of the relevant insurance policy**

X18.3 The end of liability date is **2 (Two) years after Completion of the whole of the services**

Z Additional conditions of contract

The *additional conditions of contract* are

Z1 Obligations in respect of Joint Venture Agreements

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 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 <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> 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 <i>Employer's</i> rights to take appropriate action	
Z4.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The <i>Consultant</i> 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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (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

Time

Z6.1

Clause 33.2. is added as an additional clause.

The *Employer* may at any time suspend part or all of the *services*. As a consequence, if the *Consultant* is required to demobilise and then remobilise its staff and equipment, the *Consultant* will be reimbursed at cost. The *Consultant* will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.

Z7

Compensation Events

Z7.1

Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the *Consultant*.

Z8 Limitation of liability

Z8.1	Add to core clause 82.1 and X18 For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.
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**Z9 Additional clauses relating to
 cession of rights**

Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> 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 <i>Employer</i> .

**Z10 Additional clauses relating to
 interpretation of the law**

Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> 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.
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Z11 Employer's Step in rights

Z11.1	If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .
Z11.2	The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent <i>works</i>) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.

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 <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(10)	The following matters will be included in the Risk Register	

11.2(13)	The <i>staff rates</i> are:	name/designation	rate
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25.2	The <i>Employer</i> 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
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50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	Item	Amount
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A	Priced contract with activity schedule
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11.2(14)	The <i>activity schedule</i> is in
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11.2(18)	The tendered total of the Prices is	(in figures)
		(in words), excluding VAT

PART C2: PRICING DATA

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

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assess it for progress payments

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

**Identified
and
defined
terms**

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

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

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

1.3 Measurement and Payment

1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.

1.3.3 The activity schedule work breakdown structure provided by the *Consultant* is based on the activity schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion.

1.3.4 The *Consultant's* detailed activity schedule summates back to the activity schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Activity Schedule

There is a total of 35 buildings across three regions; Western, Central, and Eastern that must be assessed. The details for each building are provided in the respective C4 Site Information document. Work across all three regions is to commence concurrently.

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

Activity No.	Activity	Sum	Rate	Price of each activity
A	Detailed Services (Port of Durban)			
A.1	Phase 1: Data collection, Verification & Energy Performance Report			
A.1.1	Conduct site visits across all identified 10 buildings to gather building characteristics, verify the accuracy and completeness of employer provided data, and calculate the energy performance of each of the 10 buildings in accordance with SANS 1544:2014 and SANAS requirements. Determine the respective EPC rating for each building and issue a comprehensive building Energy Performance assessment reports as per scope of services C3.1 section 2.	1		
A.2	Phase 2: Certification			
A.2.1	Prepare and issue EPCs for all 10 buildings assessed through the SANAS-accredited process.	1		
A.3	Management			
A.3.1	Project Management & Coordination (Disbursement etc.)	1		
	Sub Total of the Prices			
B	Detailed Services (Port of Richards Bay)			
B.1	Phase 1: Data collection, Verification & Energy Performance Report			
B.1.1	Conduct site visits across all identified 6 buildings to gather building characteristics, verify the accuracy and completeness of employer provided data, and calculate the energy performance of each of the 6 buildings in accordance with SANS 1544:2014 and SANAS requirements. Determine the respective EPC rating for each building and issue a comprehensive building Energy Performance assessment reports as per scope of services C3.1 section 2.	1		

Activity No.	Activity	Sum	Rate	Price of each activity
B.2	Phase 2: Certification			
B.2.1	Prepare and issue EPCs for all 6 buildings assessed through the SANAS-accredited process.	1		
B.3	Management			
B.3.1	Project Management & Coordination (Disbursement etc.)	1		
	Sub Total of the Prices			
C	Detailed Services (Port of East London)			
C.1	Phase 1: Data collection, Verification & Energy Performance Report			
C.1.1	Conduct site visits across all identified 6 buildings to gather building characteristics, verify the accuracy and completeness of employer provided data, and calculate the energy performance of each of the 6 buildings in accordance with SANS 1544:2014 and SANAS requirements. Determine the respective EPC rating for each building and issue a comprehensive building Energy Performance assessment reports as per scope of services C3.1 section 2.	1		
C.2	Phase 2: Certification			
C.2.1	Prepare and issue EPCs for all 6 buildings assessed through the SANAS-accredited process.	1		
C.3	Management			
C.3.1	Project Management & Coordination (Disbursement etc.)	1		
	Sub Total of the Prices			
D	Detailed Services (Port of Ngqura)			
D.1	Phase 1: Data collection, Verification & Energy Performance Report			
D.1.1	Conduct site visits across all identified 2 buildings to gather building characteristics, verify the accuracy and completeness of employer provided data, and calculate the energy performance of each of the 2 buildings in accordance with SANS 1544:2014 and SANAS requirements. Determine the respective EPC rating for each building and issue a comprehensive building Energy Performance assessment reports as per scope of services C3.1 section 2.	1		
D.2	Phase 2: Certification			
D.2.1	Prepare and issue EPCs for all 2 buildings assessed through the SANAS-accredited process.	1		

Activity No.	Activity	Sum	Rate	Price of each activity
D.3	Management			
D.3.1	Project Management & Coordination (Disbursement etc.)	1		
	Sub Total of the Prices			
E	Detailed Services (Port of Port Elizabeth)			
E.1	Phase 1: Data collection, Verification & Energy Performance Report			
E.1.1	Conduct site visits across all identified 3 buildings to gather building characteristics, verify the accuracy and completeness of employer provided data, and calculate the energy performance of each of the 3 buildings in accordance with SANS 1544:2014 and SANAS requirements. Determine the respective EPC rating for each building and issue a comprehensive building Energy Performance assessment reports as per scope of services C3.1 section 2.	1		
E.2	Phase 2: Certification			
E.2.1	Prepare and issue EPCs for all 3 buildings assessed through the SANAS-accredited process.	1		
E.3	Management			
E.3.1	Project Management & Coordination (Disbursement etc.)	1		
	Sub Total of the Prices			
F	Detailed Services (Port of Mossel Bay)			
F.1	Phase 1: Data collection, Verification & Energy Performance Report			
F.1.1	Conduct site visits across all identified 2 buildings to gather building characteristics, verify the accuracy and completeness of employer provided data, and calculate the energy performance of each of the 2 buildings in accordance with SANS 1544:2014 and SANAS requirements. Determine the respective EPC rating for each building and issue a comprehensive building Energy Performance assessment reports as per scope of services C3.1 section 2.	1		
F.2	Phase 2: Certification			
F.2.1	Prepare and issue EPCs for all 2 buildings assessed through the SANAS-accredited process.	1		
F.3	Management			
F.3.1	Project Management & Coordination (Disbursement etc.)	1		
	Sub Total of the Prices			

Activity No.	Activity	Sum	Rate	Price of each activity
G	Detailed Services (Port of Cape Town)			
G.1	Phase 1: Data collection, Verification & Energy Performance Report			
G.1.1	Conduct site visits across all identified 6 buildings to gather building characteristics, verify the accuracy and completeness of employer provided data, and calculate the energy performance of each of the 6 buildings in accordance with SANS 1544:2014 and SANAS requirements. Determine the respective EPC rating for each building and issue a comprehensive building Energy Performance assessment reports as per scope of services C3.1 section 2.	1		
G.2	Phase 2: Certification			
G.2.1	Prepare and issue EPCs for all 6 buildings assessed through the SANAS-accredited process.	1		
G.3	Management			
G.3.1	Project Management & Coordination (Disbursement etc.)	1		
	Sub Total of the Prices			
H	Total of all the Prices			
H.1	Total price of all activities (Excluding 15% VAT)			

PART C3: SCOPE

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Scope</i>	14
	Total number of pages	14

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I. LIST OF ACRONYMS

Abbreviation	Meaning given to the abbreviation
CV	Curriculum Vitae
CEM	Certified Energy Manager
CDS	Contractor Documentation Schedule
DTI	Department of Trade and Industry
DMRE	Department of Mineral Resources and Energy
DWG	Drawings
ECSA	Engineering Council of South Africa
EPC	Energy Performance Certificate
ISO	International Organization for Standardization
NBR	National Building Regulator
PPE	Personal protective Equipment
SANS	South African National Standards
SANEDI	South African National Energy Development Institute.
SANAS	South African National Accreditation System
SHE	Safety, Health and Environment
TNPA	Transnet National Authority

1 Description of the *services*

1.1 Executive overview

The South African government, through the Department of Mineral Resources and Energy (DMRE), has introduced new regulatory requirements to improve energy efficiency in the built environment. In December 2020, amendments to the National Energy Act made it mandatory for certain categories of buildings to obtain and display a valid Energy Performance Certificate (EPC). This regulation supports the country's broader objectives of reducing carbon emissions, promoting sustainable energy use, and ensuring compliance with international climate commitments.

In terms of the regulation, all organs of state and government-owned buildings with a net floor area of 1,000 m² or larger and that fall within specific occupancy classifications such as Entertainment and public assembly buildings, Theatrical and indoor sport buildings, Places of instruction and Offices as defined in the National Building Regulations (NBR) are required to obtain and display an EPC. In alignment with these requirements, Transnet National Authority (TNPA) (hereafter referred to as the *Employer*) has identified 35 buildings that require EPC certification.

To ensure compliance, the *Employer* intends to appoint a service provider registered as an Energy Performance Certificate (EPC) Professional, holding a valid confirmation letter issued by the South African National Energy Development Institute (SANEDI), hereafter referred to as the "*Consultant*". The *Consultant* will be responsible for conducting energy performance assessments of all identified buildings and issuing valid Energy Performance Certificates in accordance with applicable regulatory requirements.

1.2 Employers Objective

The primary objective of the *Employer* is to acquire professional services of a registered EPC Professional to conduct energy performance assessments to ensure that all identified buildings obtain valid and recognized EPC ratings, thereby demonstrating commitment to sustainability, reducing operational energy costs, and supporting government-driven energy efficiency initiatives.

The *Employer* further aims to:

- Establish a baseline of current energy performance for all targeted buildings
- Identify cost-effective opportunities for energy efficiency improvements
- Ensure regulatory compliance and avoid penalties associated with non-certification
- Utilize the findings of the EPC project to guide future energy efficiency investments and operational strategies, ensuring long-term financial savings, reduced carbon footprint, and alignment with sustainable development goals.

1.3 Site Location

The works of this project are located across three TNPA regions namely the Western, Central, and Eastern regions.

- The Western Region includes the Ports of Cape Town, and Mossel Bay.
- The Central Region includes the Ports of East London, Ngqura, and Port Elizabeth.
- The Eastern Region includes the Ports of Durban and Richards Bay.

Refer to part C.4-Site Information for further information.

1.4 Provisions

The *Consultant* supplies labour, equipment, and tools needed to fulfil all activities described in this document to achieve the required deliverables.

2 Scope of Services

The *works* for this project shall commence concurrently across all three regions. The *Consultant* is to provide the following parts of the Engineering Services as part of their Scope of services.

2.1 Phase 1: Data collection, Verification and Energy Performance Assessment

- 2.1.1 The *Consultant* shall verify the *Employers* list of buildings requiring EPCs, ensuring eligibility criteria are met.
- 2.1.2 The *Consultant* shall conduct site visits for each building to collect necessary information including:
 - Building characteristics.
 - Energy consumption data covering the past 12 consecutive months.
 - Operating schedules, equipment inventories and occupancy details.
 - Metering arrangements.
- 2.1.3 The *Consultant* shall verify the accuracy and completeness of all data provided by the *Employer*.
- 2.1.4 The *Consultant* shall ensure that any missing building data or identified gaps in data is obtained, developed, or substituted with suitable alternatives to achieve equivalent results.
- 2.1.5 The *Consultant* shall calculate the energy performance of each building in accordance with SANS 1544:2014 and SANAS requirements.
- 2.1.6 The *Consultant* shall benchmark the calculated results against reference values for building categories
- 2.1.7 The *Consultant* shall determine the EPC rating of each building based on verified calculations.

- 2.1.8 The *Consultant* shall conduct internal quality assurance before submitting all collected data to NBEPR for SANEDI to issue a unique EPC number.
- the *Consultant* shall on completion of this phase provide comprehensive building energy assessment reports containing summary of findings, data analysis, EPC rating achieved.

2.2 Phase 2: Certification

- 2.2.1 The *Consultant* shall prepare and issue EPCs for all assessed buildings through the SANAS accredited process and in accordance with SANS1544.
- 2.2.2 The *Consultant* shall submit a certified copy of the EPC to SANEDI for registration within the specified period of 3 months from the date the EPC is issued.
- 2.2.3 The original copy ready for display along with the electronic copy of the certificate shall be delivered to the *Employer*.

2.3 Deliverables

2.3.1 Phase 1: Data Collection, Verification and Energy Performance Assessment

- The *Consultant* shall prepare and submit Building Energy Assessment Reports. The building assessment reports shall be comprehensive containing summary of findings, data analysis, EPC rating achieved.

2.3.2 Phase 2: Certification

- The *Consultant* shall issue ready for display hard copy A3 framed (minimum size) as well as electronic Energy Performance Certificates, this should be registered and validated for each building.
- The *Consultant* shall prepare consolidated portfolio report covering all buildings assessed.

2.4 Review and Acceptance of *Consultant's* Services

- 2.4.1 The *Consultant* submits documentation as the '*Services*' requires to the Project Manager for review and acceptance.
- 2.4.2 The *Employer* undertakes to review and accept of the documentation within a period of 2 weeks

2.5 Use Of Consultant Information

- 2.5.1 The *Consultant* grants the *Employer* a licence to use the copyright in all energy audit data presented to the *Employer* in relation to the services, the *Services* with such licence being capable of transfer to any third party without the consent of the Consultant.

2.5.2 The *Consultant* vests in the *Employer* full title guarantee in the intellectual property and copyright in the data created in relation to the services.

3 MANAGEMENT

3.1 Management meetings

- a) The *Consultant* shall attend contract management meetings at the *Project Manager's* request at a specified venue. It is envisaged that the meetings will be scheduled as follows:
- The *Consultant* shall attend a kick off meeting at the start of the contract.
 - Progress meetings will be held at least once every 2 weeks.
 - Meeting the *Employer* to discuss the *Services* progress as and when required.
 - Conduct technical meetings for completed project milestones
 - General project administration
 - The *Consultant* shall attend a close out meeting at the end of the contract.
 - Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *Services*.
 - The *Consultant* shall attend a close out meeting with Client at the end of the contract.
- b) At these meetings, the *Consultant* shall share all relevant information including early warnings of compensation events, quality plans, schedules, subcontractor management, risk and safety issues at such meetings.
- c) All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person/s identified in the conditions of contract to carry out such actions or instructions

3.2 Document Management

- a) The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements.
- b) The *Employer* will issue relevant documentation to the *Consultant*, but control, maintenance and handling of these documents will be the *Consultant's* responsibility, at its expense and managed with a suitable document control system.
- c) All project documents issued to 3rd Parties and to the *Employer* must be submitted through the *Employer's* Document Control Department.

- d) In undertaking the services all documentation requirements for the service shall be dealt with in accordance with document DOC-STD-0001 – Rev03 (Annexure A - Contractor Documentation Submittal Requirements).
- e) The Documentation Schedule (CDS) is as contemplated in DOC-STD-0001 – Rev 03, as contained in Annexure A.
- f) The *Consultant* documentation “Starter kit”, as contemplated in DOC-STD-0001 – Rev 03, will be issued at the kick-off meeting following award.
- g) All contract correspondence is issued through document control. All hardcopy communication will be delivered to the Employer via the Lead Document Controller.
- h) Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Consultant for corrective action and re-submission.
- i) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the out-dated information.
- j) It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables.
- k) The *Consultant* is to ensure that the latest versions of the required application software and a suitable ‘IT’ Infrastructure are in place to support the electronic transmission of documentation.
- l) All native files are to be submitted to the Employer. Electronic files submitted to the Project shall be clear of known viruses and irrelevant “instructions”. The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- m) The required number of copies shall as a minimum be three (3) (1x original + 2 x hard copies), with the corresponding PDF and ‘Native’ file formats upon final submission.
- n) The Consultant shall apply “wet signatures” to the original Documentation before scanning the signed original and prior to formal submission.
- o) Final issues of all documentation shall be supplied to the Project in “wet signature” format along with the associated corresponding electronic ‘native files’ and PDF renditions.

- p) The *Consultant* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

3.3 Quality Assurance Requirements

- a) Transnet is registered as an ISO 9000 company and as such contracted parties are required to submit a detailed Quality management plan covering all work that will be covered under the services at the time of tender. Once accepted by the *Employer*, the Quality Management plan will be reviewed and audited by members of the *Employer's* staff and at intervals of no longer than monthly.
- b) The Quality Management plan shall describe what quality standards will be adhered to for the execution of the services and how these standards will be met or exceeded.

3.4 Programming Constraints

3.4.1 Information to be shown on the programme

- a) The contract is expected to run over a period of 6 months from contract signature to contractual close out.
- b) A preliminary programme shall be issued as part of the tender documentation in the form of a Gantt chart which will include the logic associated with completing all the tasks, the resources required to complete the tasks and the estimated cash flows associated with completing the tasks.
- c) The detailed programme issued to the Employer after contract award shall include additional information to the level required of the contract including the constraints, predecessors and successors, and costs and resources required to complete the required activities.

Table 1: "Milestones" indicates the expected milestones to be met for the project.

Milestones	Duration
Contract Commencement Stage	
Kick Off	1 day
Phase 1: Data Collection, Verification and Energy Performance Assessment	20 weeks
Phase 2: Certification	4 weeks
Project Close Out	2 weeks

3.4.2 Format of the programme

- d) The programme submitted with the tender shall be issued in the form of a Gantt chart. This programme and all subsequent programmes shall be submitted on A3

copies or larger, in MS Project format and include a standard calendar which includes all public holidays promulgated under law in South Africa.

- e) Once the project is awarded, tracking information such as actual vs planned time and costs shall be included on the programme. All tracking information shall be measured against the accepted programme which shall be "baselined" at the time of acceptance by the *Employer*. All subsequent progress shall be measured against this baseline.
- f) Once the *Project Manager* has approved the programme, it shall be adhered to by the *Consultant*, unless the approval of the Project Manager is obtained for any amendment that may be necessary
- g) The *Consultant* shall submit a cash flow forecast with each programme submitted, including the programme submitted with the tender. The cash flow shall be in the form of an S-curve and shall be a cumulative representation of the monthly cost progression for the remaining duration of the contract. The cash flow forecast must align with the programme.
- h) The *Consultant* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations
- i) The revised programme, in the form of a month look-ahead, shall show two (2) separate bars for each activity as per bullet points below so as to enable a comparison of the actual progress with the first program.
 - The first programme activity bar, and
 - The revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete for each activity)
- j) Deviations of the "current" activity schedule from the "baseline" activity schedule will form the basis for assessing progress and performance.

3.5 Consultant Management, Supervision and Key People

3.5.1 The appointed *Consultant* shall provide fully resourced teams to ensure that the *Services* commence concurrently across the regions stipulated in section 1.3.

3.5.2 Organogram showing all resources. The organogram shall be accompanied by CV's and proof of qualifications and accreditations/ registration.

3.5.3 As a minimum, the *Consultant* management teams shall consist of:

- Project Manager (Diploma-NQF Level 6 in Engineering Built-in Environment)
- Three (3) Electrical/Mechanical Engineer/Technologist who are registered as EPC Professionals.

3.6 Skills Transfer

- 3.6.1 Transnet SOC Ltd is a learning organisation and the transfer of skills to Engineering personnel of the *Employer* is required as part of the service offering. A minimum of two engineering personnel from the *Employer* shall be assigned to this project, with the objective of acquiring competencies in energy performance assessments, report compilation, as well as the preparation and issuance of Energy Performance Certificates. A minimum of 32 hours per month for each of the allocated Engineering personnel is expected for the duration of the project.
- 3.6.2 A detailed plan for the transfer of skills shall be submitted as part of the documentation and a report, indicating the work that was undertaken by the *Employers* Engineering personnel and the level of skills transferred shall be issued to the Employer at the completion of the project.

3.7 The *Consultant* Invoices

- 3.7.1 When the Project Manager certifies payment following an assessment date, the *Consultant* complies with the Employer's procedure for invoice submission.
- 3.7.2 The invoice must correspond to the Project Manager's assessment of the amount due to the *Consultant* as stated in the payment certificate.
- 3.7.3 The invoice states the following:
- Invoice addressed to Transnet SOC Ltd;
 - Transnet SOC Limited's VAT No: 4720103177;
 - Invoice number;
 - The Consultant VAT Number;
 - The Contract number and
 - The invoice contains the supporting detail.

4 *CONSULTANT LIABILITY*

- a) The *Consultant* warrants that it will be liable to the *Employer* for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Consultant* employees, which loss will include any indirect or consequential damages.
- b) The *Consultant* warrants that no negotiations or feedback meetings by the *Consultant* employees shall take place on *Employers* premises, whether owned or rented by the *Employer*.
- c) The *Consultant* shall give notice to the *Employer* of any industrial action by the *Consultant* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on *Employers* premises, whether

owned or rented, and shall notify the *Employer* of all matters associated with such action that may potentially affect the *Employer*.

- d) The *Consultant* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- e) The *Consultant* is required to develop a Contingency Strike Handling Plan, which the *Consultant* is obliged to update on a three-monthly basis. The *Consultant* must provide the *Employer* with this plan and all updates to the Plan. The *Consultant* is responsible to communicate with its employees on site details of the plan.
- f) Access to *Employers* premises by the *Consultant* and its employees is only provided for purposes of the *Consultant* delivering its services to the *Employer*. Should the *Consultant* and its employees not, for any reason, be capable of delivering its services the *Employer* is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

5 SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER

The *Employer* shall provide the *Consultant* with access permit to the Port for the duration of the contract.

6 LIST OF REFERENCE DRAWING/REPORTS

The *Employer* shall provide the available existing layouts and energy consumption reports of the identified buildings to the *Consultant* for reference. The *Consultant* shall be responsible for verifying the completeness of the information provided in the layouts as necessary for the intended design or analysis.

7 General

- a) The *Consultant* will supply their plant, equipment and labour and mobilize such plant, equipment and labour to the designated site(s) after the award of tender.
- b) No work without the approval of the *Employers* Project Manager will be allowed.
- c) All other conditions of contract shall be as per the *Employers* Procurement Department's contract documentations and procurement policies.

7.1 Vehicles, Plant & Equipment:

- a) The *Consultant* must ensure that all vehicles, plant & equipment to be used on site and in the Port are kept and maintained in good condition and working order.
- b) The *Consultant* must ensure that all plant delivered on site are cleaned and free of alien material, and vegetation before entering site and after leaving site and are kept environmentally acceptable.

- c) All construction plant and equipment are to be inspected for safety by a TNPA Site Supervisor using a *consultant's* plant checklist before they can enter the Port premises. Construction plant and mobile vehicles found to be unsafe shall not be allowed to enter the Port.
- d) Parking of the Consultant's plant and vehicles in the Port will be at the Consultant's risk.

7.2 Consultants' Staff and Labourers to Be Used On Site:

The *Consultants'* Staff and Laborers to be used on site must:

- Be inducted by the *Employers* SHE Department before working on site and in the Ports.
- Have and use all safety and personal protective equipment (PPE) necessary for the task to be performed on site and in the Ports.
- Be certified, skilled and competent to conduct their duties (competence certificates shall be provided as per the *Employers* SHE Requirements and will be presented to the *Employers* Project Manager or Supervisor upon request for such documentation).
- Conform to the acceptable standards of behaviour and dress appropriately.

7.3 Stand Down:

- a) The *Employer's* Project Manager or Supervisor may, for the duration as seen fit by the *Employer's* Supervisor, stand down plant, equipment or staff seen to be in breach of this contract or any of the *Employers* policies applicable to this contract.
- b) The *Employer* will not pay for any period of stand down.

7.4 Communication

- a) All communication and instructions shall be via, email or letter.
- b) All verbal communication and instruction made, be it on site or elsewhere, shall be confirmed in writing.
- c) The *Consultant* shall provide all their contact details with their tender submissions.

8 ANNEXURES

- a) Annexure A: Contractor Documentation Submittal Requirements standard DOC-STD-0001

Prepared by:

TNPA

Tendani Mugeru
Electrical Engineer

Date:

Reviewed by:

TNPA

Sifiso Dlamini
Engineering Technician

Date:

Reviewed by:

TNPA

Livhalani Ralikhwatha
Senior Electrical Engineer

Date

Supported by:

TNPA

Mngqobi Ngcobo
Facility Manager

Date:

Accepted by:

TNPA

Mpumzi Flepu
Senior Manager: Facilities Property
Management

Date

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Site and its surroundings

1.1. General description

The Port of Cape Town is a busy container port, and breakbulk port second in South Africa only to Durban, and handles the largest amount of fresh fruit. The port operates 24 hours a day, the port is situated in Table Bay northwest of Cape Agulhas in the Western Cape.



Figure 1: Port of Cape Town

1.1 Working Hours

Normal working hours at the Port of Cape Town are from 08:00 to 16:30, Monday to Friday.

1.2 Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff shall arrange the required access permits and issue them to the contractor free of charge. Should any person lose his/her access permit, it shall be replaced at a cost to be confirmed by *Employer's* Security, with such cost to be incurred by the *Consultant*. This shall also apply if permits are not returned at the end of the project completion.

1.3 Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction shall be arranged by the Port staff at no cost to the *Consultant*.

The *Consultant* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Cape Town. The *Consultant* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Consultant* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with this Works Information.

1.4 Basic Site Risk

In the case where the *Consultant* requires to conduct any measurement at the *Employers* site, they shall duly inform the *Employer* in writing (email, letter etc) and the *Employer* shall assist with the lockout and safety procedures to be followed at the respective site.

The *Consultant* shall be required to conduct a risk assessment and ensure all risk mitigation measures recommended are implemented during the project.

2. Description of existing facilities

The *Consultant* shall note that all buildings are within the boundary of Transnet Port of Cape Town.

The list of buildings is highlighted below:

No	Name	Floors	Gross Area (m ²)
1	De Beers Marine (Office block)	2	6685 m ²
2	Elgin Brown and hammer	2	4390.8 m ²
3	Damen Shipyard (Office block)	2	2500 m ²
4	FPT (Office Area)	3	3309.18 m ²
5	Crossberth cold storage	3	4684.4 m ²

6	Public works (Customs office)	3	2936.5 m ²
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Table 1 Building List

3. Access to the Works

Access to the Port will be via Duncan Road. Cristian Barnard and South arm road in the Port of Cape Town. The Port of Cape Town is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The *Consultant's* employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and on Transnet Property.

3.1. Access will be subject to the *Employer's* security and SHERQ requirements and regulations, which is described but not limited to the following requirements:

- Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Consultant* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority Customer Services.
- All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port of Cape Town must undergo safety induction, which is available hourly between 10:00 and 14:00 every day at the TPT Administration Building.
- Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
- The *Consultant* must obtain a permit for vehicles entering the terminal from the TPT Permit Office for the duration of the work.
- The *Consultant* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
- The *Consultant* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.

3.2. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Duncan Road.

3.3. The *Consultant* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional

access to information required during the tender process and access difficulties experienced during implementation phase.

- 3.4. The terminal operates on a 24 hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1 Description of the Site and its surroundings

1.1 General description

The Port of Ngqura is a deep-water port in South Africa located in Algoa Bay Northeast of Port Elizabeth in the Eastern Cape. The port operates 24 hours on a day basis.

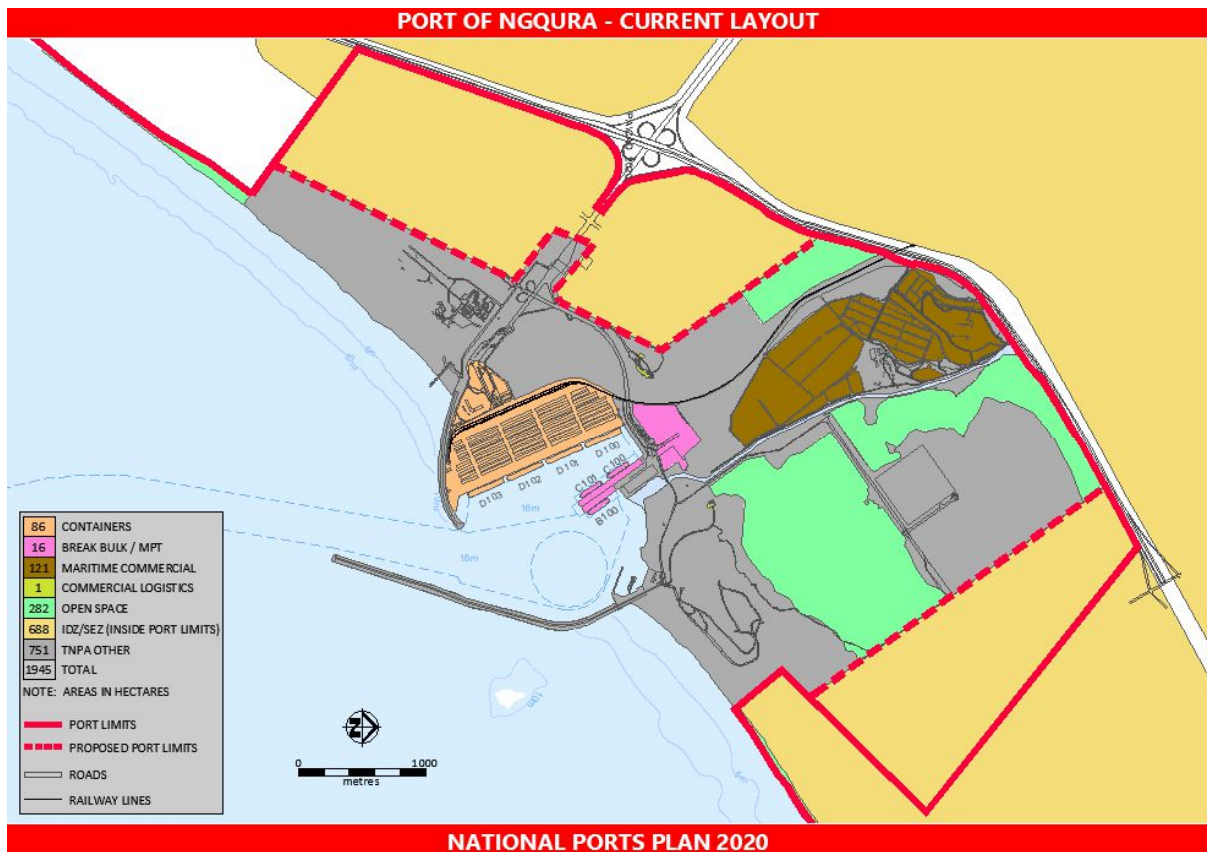


Figure 1: Port of Ngqura

1.2 Working Hours

Normal working hours at the Port of Ngqura are from 08:00 to 16:30, Monday to Friday.

1.3 Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the contractor free of charge. Should any person lose his/her access permit, it shall be replaced at a cost to be confirmed by *Employer's* Security, with such cost to be incurred by the *Consultant*. This shall also apply if permits are not returned at the end of the project completion.

1.4 Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction shall be arranged by the Port staff at no cost to the *Consultant*.

The *Consultant* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Ngqura. The *Consultant* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Consultant* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with the Works Information.

1.5 Basic Site Risk

In the case where the *Consultant* requires to conduct any measurement at the *Employers* site, they shall duly inform the *Employer* in writing (email, letter etc) and the *Employer* shall assist with the lockout and safety procedures to be followed at the respective site.

The *Consultant* shall be required to conduct a risk assessment and ensure all risk mitigation measures recommended are implemented during the project.

2 Description of existing facilities

The *Consultant* shall note that all buildings are within the boundary of Transnet Port of Ngqura.

The list of buildings is highlighted below:

No	NAME	FLOORS	Gross Area (m ²)
1	ACB	2	2764m ²
2	Port Control	3	1020m ²

TABLE 1: BUILDING LIST

3 Access to the Works

Access to the Port will be via Neptune Road. The Port of Ngqura is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The *Consultant's* employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and on Transnet Property.

3.1. Access will be subject to the *Employer's* security and SHERQ requirements and regulations, which is described but not limited to the following requirements:

- Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Consultant* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority Customer Services.
- All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port of Ngqura must undergo safety induction, which is available hourly between 10:00 and 14:00 every day at the TPT Administration Building.
- Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
- The *Consultant* must obtain a permit for vehicles entering the terminal from the TPT Permit Office for the duration of the work.
- The *Consultant* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat and a high-visibility vest.

- Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
- The *Consultant* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.
- 3.2. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Neptune Road.
- 3.3. The *Consultant* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during implementation phase.
- 3.4. The terminal operates on a 24-hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Site and its surroundings

1.1. General description

The Port of Durban is the largest and busiest shipping terminal in sub-Saharan Africa. It handles more than 30 million tons of cargo annually and is visited by approximately 4500 commercial vessels every year. The port operates 24 hours a day, the port is situated in Kwazulu-Natal Province.

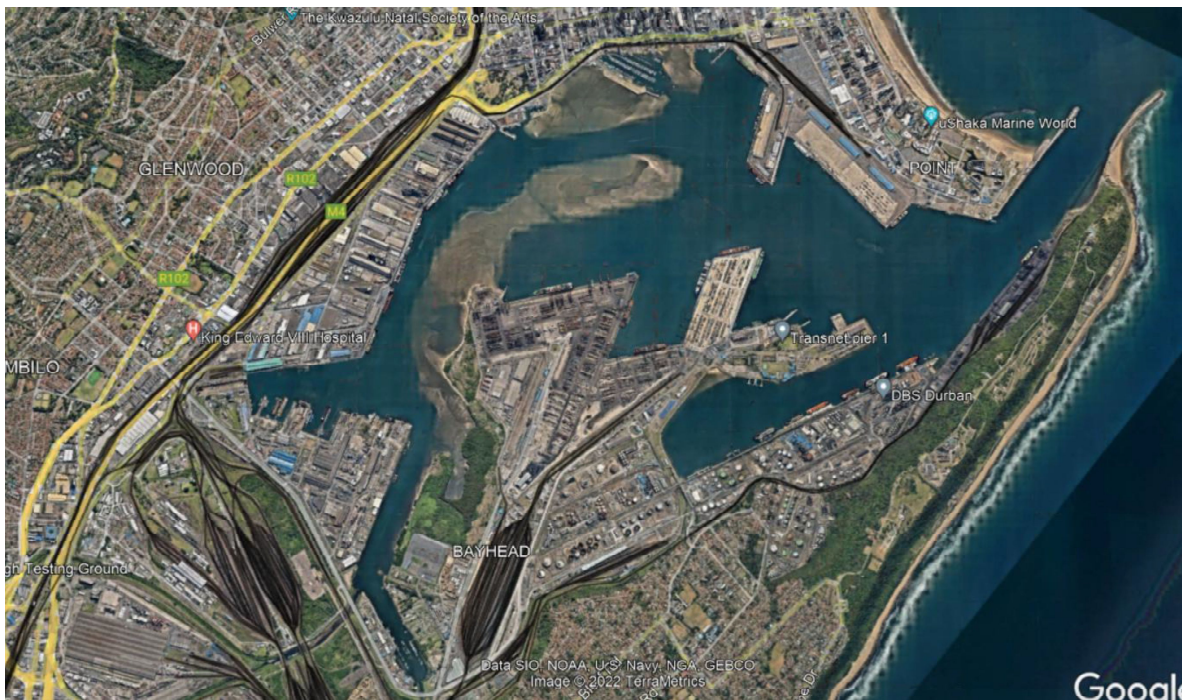


Figure 1: Port of Durban

1.1 Working Hours

Normal working hours at the Port of Durban are from 08:00 to 16:30, Monday to Friday.

1.2 Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the contractor free of charge. Should any person lose his/her access permit, it shall be replaced at a cost to be confirmed by *Employer's Security*, with such cost to be incurred by the *Consultant*. This will also apply if permits are not returned at the end of the project completion.

1.3 Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the Contractor.

The *Service Provider* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Durban. The *Service Provider* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Service Provider* complies with the requirements stated within the *Employer's Health and Safety Standard* issued with this Works Information.

1.4 Basic Site Risk

In the case where the *Service Provider* requires to conduct any measurement at the *Employers* site, they shall duly inform the employer in writing (email, letter etc) and the *Employer* shall assist with the lockout and safety procedures to be followed at the respective site.

The *Service Provider* shall be required to conduct a risk assessment and ensure all risk mitigation measures recommended are implemented during the project.

2. Description of existing facilities

The *Service Provider* shall note that all buildings are within the boundary of Transnet Port of Durban.

The list of buildings is highlighted below:

Item No.	NAME	Floors	Gross Area
1	Durmarine	8	2320m ²
2	Bartel Arts Trust (B2249)	3	5850m ²
3	Point Yatch Club	2	2224m ²
4	Unilever (6 admin buildings)	2/building	12820m ²
5	SA Shipyards	2	4152m ²

Table 1 Building List

3. Access to the Works

Access to the Port main administration building will be via 237 Mahatma Gandhi. The Port of Durban is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The Service Provider's employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and on Transnet Property.

3.1. Access will be subject to the Employer's security and SHERQ requirements and regulations, which is described but not limited to the following requirements:

- Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Service Provider* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority Customer Services.
- All personnel entering general and operational areas under the jurisdiction of the Employer in the Port of Durban must undergo safety induction.
- Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
- The *Service Provider* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
- The *Service Provider* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.

3.2. The *Service Provider* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during construction phase.

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1. Description of the Site and its surroundings

1.1. General description

The Port of East London is South Africa's only commercial river port, situated at the mouth of the Buffalo River in the Eastern Cape. The port operates 24 hours a day.



Figure 1: Port of East London

1.1 Working Hours

Normal working hours at the Port of East London are from 08:00 to 16:30, Monday to Friday.

1.2 Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the *Consultant* free of charge. Should any person lose his/her access permit, it shall be replaced at a cost to be confirmed by *Employer's* Security, with such cost to be incurred by the *Consultant*. This will also apply if permits are not returned at the end of the project completion.

1.3 Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction shall be arranged by the Port staff at no cost to the *Consultant*.

The *Consultant* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of East London. The *Consultant* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Consultant* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with this Works Information.

1.4 Basic Site Risk

In the case where the *Consultant* requires to conduct any measurement at the *Employers* site, they shall duly inform the *Employer* in writing (email, letter etc) and the *Employer* shall assist with the lockout and safety procedures to be followed at the respective site.

The *Consultant* shall be required to conduct a risk assessment and ensure all risk mitigation measures recommended are implemented during the project.

2. Description of existing facilities

The *Consultant* shall note that all buildings are within the boundary of Transnet Port of East London.

The list of buildings is highlighted below:

No.	Building Name	No of Floors	Total Floor Area(m ²)
1	Customs Building - 02WH015L	3	2820m ²
2	Port Control Offices - 02WH011L	3	1830m ²
3	Engen, Offices and Store - 02BH096L	1	1065m ²

4	Engen, Main office and Store - 02ZH089L	1	2503m ²
5	Astron, Store - 02ZH096L	1	1530m ²
6	DPWI, Clubhouse - 02EH023L	2	1871m ²

Table 1 Building List

3. Access to the Works

Access to the Port will be via 1 Hely Hutchinson Road. And Dr Zahn and Nuffield Road in the Port of East London. The Port of East London is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The *Consultant's* employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and on Transnet Property.

3.1. Access will be subject to the *Employer's* security and SHERQ requirements and regulations, which is described but not limited to the following requirements:

- Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Consultant* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority Customer Services.
- All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port of East London must undergo safety induction, which is available hourly between 10:00 and 14:00 every day at the TPT Administration Building.
- Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
- The *Consultant* must obtain a permit for vehicles entering the terminal from the TPT Permit Office for the duration of the work.
- The *Consultant* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
- The *Consultant* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.

- 3.2. The *Consultant* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during implementation phase.
- 3.3. The terminal operates on a 24-hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.

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1. Description of the Site and its surroundings

1.1. General description

The Port of Port Elizabeth is a busy container port, and breakbulk port in South Africa. The port operates 24 hours a day, the port is situated in Gqeberha Algoa Bay in the Eastern Cape.



Figure 1: Port of Port Elizabeth

1.1 Working Hours

Normal working hours at the Port of Port Elizabeth are from 08:00 to 16:30, Monday to Friday.

1.2 Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the *Consultant* free of charge. Should any person lose his/her access permit, it shall be replaced at a cost to be confirmed by *Employer's* Security, with such cost to be incurred by the *Consultant*. This shall also apply if permits are not returned at the end of the project completion.

1.3 Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction shall be arranged by the Port staff at no cost to the *Consultant*.

The *Consultant* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Port Elizabeth. The *Consultant* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Consultant* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with this Works Information.

1.4 Basic Site Risk

In the case where the *Consultant* requires to conduct any measurement at the *Employers* site, they shall duly inform the employer in writing (email, letter etc) and the *Employer* shall assist with the lockout and safety procedures to be followed at the respective site.

The *Consultant* shall be required to conduct a risk assessment and ensure all risk mitigation measures recommended are implemented during the project.

2. Description of existing facilities

The *Consultant* shall note that all buildings are within the boundary of Transnet Port of Port Elizabeth.

The list of buildings is highlighted below:

No .	Building Name	Floors	Gros Area (m ²)
1	Department of Public Works (SA Navy)	2	1741 m ²
2	Eyethu	2	1571 m ²
3	BPO	3	9063 m ²

Table 1 Building List

3. Access to the Works

Access to the Port will be via Settlers Highway (M4). The Port of Port Elizabeth is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The Consultant's employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and on Transnet Property.

3.1. Access will be subject to the *Employer's* security and SHERQ requirements and regulations, which is described but not limited to the following requirements:

- Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Consultant* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority Customer Services.
- All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port of Port Elizabeth must undergo safety induction, which is available hourly between 10:00 and 14:00 every day at the TPT Administration Building.
- Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
- The *Consultant* must obtain a permit for vehicles entering the terminal from the TPT Permit Office for the duration of the work.
- The *Consultant* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
- The *Consultant* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.

3.2. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks.

3.3. The *Consultant* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during implementation phase.

-
- 3.4. The terminal operates on a 24-hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.

PART 4: SITE INFORMATION

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

1 Description of the Site and its surroundings

1.1 General description

The Port of Mossel Bay is South Africa's smallest commercial port vital for fishing and tourism industries, serving as a key economic hub on the garden route. The port operates 24 hours a day, the port is situated in the western Cape province.

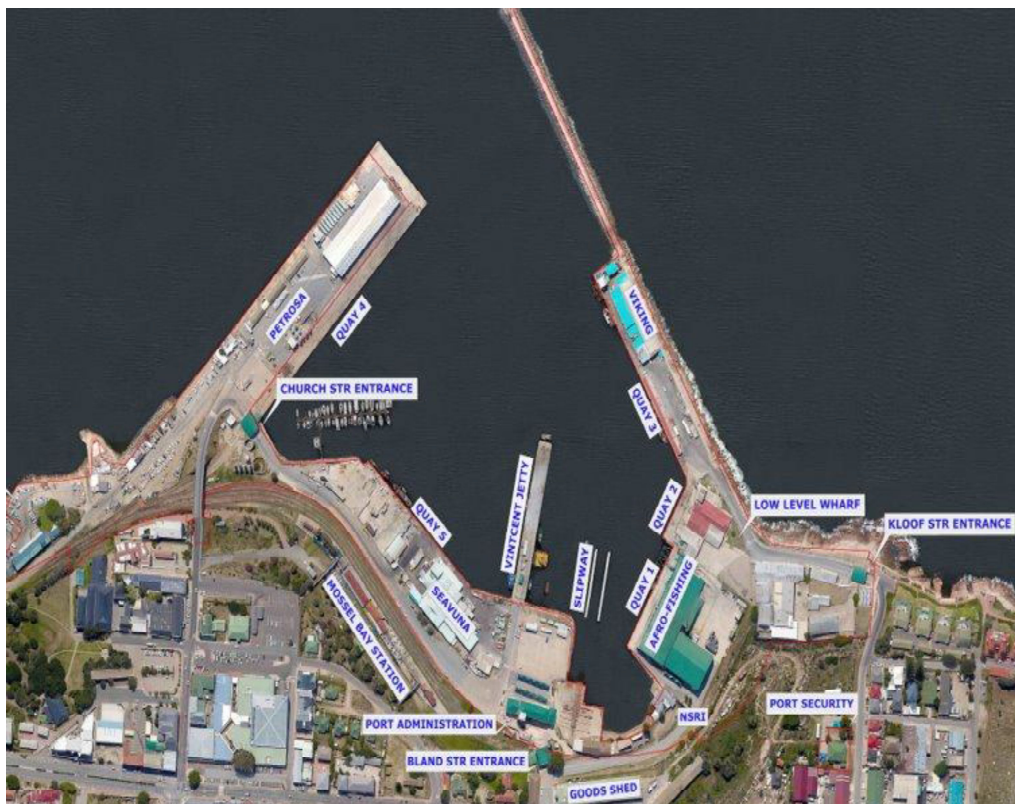


Figure 1: Port of Mosselbay

1.2 Working Hours

Normal working hours at the Port of Mosselbay are from 08:00 to 16:30, Monday to Friday.

1.3 Access Permit Controls

There is a card access system to enter the Port's premises. The Department of Infrastructure will lease with SHEQ Department to arrange the required access permits and issue them to the contractor free of charge. Should any person lose his/her access permit, it shall be replaced at a cost to be confirmed by *Employer's Security*, with such cost to be incurred by the *Consultant*. This will also apply if permits are not returned at the end of the project completion.

1.4 Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction shall be arranged by the SHEQ Department at no cost to the *Consultant*. The *Consultant* shall be required to provide a SHE File before commencement of work.

The *Consultant* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Consultant* complies with the requirements stated within the *Employer's Health and Safety Standard* issued with the Works Information.

1.5 Basic Site Risk

In the case where the *Consultant* requires to conduct any measurement at the *Employers* site, they shall duly inform the employer in writing (email, letter etc) and the *Employer* shall assist with the lockout and safety procedures to be followed at the respective site.

The *Consultant* shall be required to conduct a risk assessment and ensure all risk mitigation measures recommended are implemented during the project.

2 Description of existing facilities

The *Consultant* shall note that all buildings are within the boundary of Transnet Port of Mosselbay.

The list of buildings is highlighted below:

No	NAME	Floors	Gross Area (m ²)
1.	Afro Fishing (Warehouse and Office)	2	5215m ²
2.	Main Administration Building	3	1500

Table 1 Building List

3 Access to the Works

Access to the Port will be via Gate 1 on Spinal Road or Gate 2 on Bland Street to gain access to the Port. The Port of Mosselbay is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The *Consultant's* employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and on Transnet Property.

3.1. Access will be subject to the *Employer's* security and SHERQ requirements and regulations, which is described but not limited to the following requirements:

- Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Consultant* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority Customer Services.
- All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port of Mosselbay must undergo safety induction, which is available hourly between 10:00 and 14:00 every day at the Security Captain's House.
- Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
- The *Consultant* must obtain a permit for vehicles entering the terminal from the Security Captain's House for the duration of the work.
- The *Consultant* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat and a high-visibility vest.

Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.

- The *Consultant* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.

3.2. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Duncan Road.

3.3. The *Consultant* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during construction phase.

3.4. The terminal operates on a 24 hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.

PART 4: SITE INFORMATION

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1. Description of the Site and its surroundings

1.1. General description

- 1.1.1. The port of Richards Bay is a deep-water hub on the Indian ocean specialising in bulk cargo such as coal, minerals and ores. The port operates 24 hours a day, the port is situated in Kwazulu-Natal province northeast of Durban.



Figure 1: Port of Richards Bay

1.1 Working Hours

Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday.

1.2 Access Permit Controls

There is a permit card access system to enter the Port Area. The Port Staff shall arrange the required access permits and issue them to the Contractor free of charge. Should any person lose his/her access permit, it shall be replaced at a cost to be confirmed by *Employer's* Security, with such cost to be incurred by the *Consultant*. This must also apply if permits are not returned at the end of the project completion.

1.3 Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction shall be arranged by the Port staff at no cost to the Consultant.

The *Consultant* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Richards Bay. The *Consultant* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Consultant* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with the Works Information.

1.4 Basic Site Risk

In the case where the *Consultant* requires to conduct any measurement at the *Employers* site, they shall duly inform the *Employer* in writing (email, letter etc) and the *Employer* shall assist with the lockout and safety procedures to be followed at the respective site.

The *Consultant* shall be required to conduct a risk assessment and ensure all risk mitigation measures recommended are implemented during the project.

2. Description of existing facilities

The *Consultant* shall note that all buildings are within the boundary of Transnet Port of Richards Bay

The list of buildings is highlighted below:

No	NAME	Floors	Gross Area (m ²)
1.	Employee Care Centre	1	1270.8m ²
2.	Osizweni Centre	2	1780.4m ²
3.	Marine Services Natal	2	1208m ²
4.	Main Admin Block (RBCT)	1	2449.4m ²
5.	Training Division (RBCT)	1	1006.1m ²
6.	Change House no. 1 (RBCT)	1	1102.4m ²

Table 1 Building List

3. Access to the Works

Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtain for all the Consultant's personnel at the Permit Office located at Sizakala Truck Staging Facility". Access to the Port will be via Urania Road, New Arc Road and Ventura Road in the Port of Richards Bay. The Port of Richards Bay is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The *Consultant's* employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and on Transnet Property.

3.1. Access will be subject to the *Employer's* security and SHERQ requirements and regulations, which is described but not limited to the following requirements:

- Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Consultant* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority Customer Services.
- All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port of Richards Bay must undergo safety induction.
- The *Consultant* must obtain a permit for vehicles entering the terminal from the TNPA Permit Office for the duration of the work.

- The *Consultant* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
 - The *Consultant* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.
- 3.2. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Urania and New Ark Roads.
- 3.3. The *Consultant* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during construction phase.
- 3.4. The terminal operates on a 24-hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.