Transnet Pipelines

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

THIS REQUEST FOR PROPOSAL IS FOR THE ESTABLISHMENT OF AN APPROVED LIST OF CONTRACTORS FOR THE REMEDIATION AND REHABILITATION OF ENVIRONMENTAL CONTAMINATED SITES AT TRANSNET PIPELINES FACILITIES AND THE PIPELINE NETWORK SITUATED IN GAUTENG, MPUMALANGA AND NORTH WEST, FREE STATE AND KWAZULU - NATAL PROVINCES, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

RFP NUMBER	**: TPL/2026/06/0383/7086/RFP**
ISSUE DATE	**: 26 November 2026**
NON-COMPULSORY BRIEFING	**: 08 December 2026**
CLOSING DATE	**: 12 January 2027**
CLOSING TIME	**: 14h00 pm**
TENDER VALIDITY PERIOD	**: 180 days from closing date**

Contents

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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	**THIS REQUEST FOR PROPOSAL IS FOR THE ESTABLISHMENT OF AN APPROVED LIST OF CONTRACTORS FOR THE REMEDIATION AND REHABILITATION OF ENVIRONMENTAL CONTAMINATED SITES AT TRANSNET PIPELINES FACILITIES AND THE PIPELINE NETWORK SITUATED IN GAUTENG, MPUMALANGA AND NORTH WEST, FREE STATE AND KWAZULU - NATAL PROVINCES, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za FREE OF CHARGE.**
NON - COMPULSORY TENDER CLARIFICATION MEETING	A Non-compulsory Tender Clarification Meeting will be conducted via Microsoft teams for a period of ± 2 hours, on the 08th of October at 10am. [Respondents are to indicate/send their interest to **masego.khutsoane2@transnet.net** **on or before 05 December 2026** in order to be included in the briefing invitations]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents logging in late. **Note:** Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.
CLOSING DATE	**14:00pm On 12 January 2027** 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 bids and upload their bid proposals/responses on to the system.

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

- Log on to the Transnet eTenders management platform website (https://www.transnet.net);

- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting.

Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

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

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

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need, however, arise to divulge any information gleaned from

provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

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

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

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

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

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

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

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

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

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

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

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

tender returnable [clause 12 on T2.2-10], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

	Data
C.1.1 The *Employer* is	**Transnet SOC Ltd** **(Reg No. 1990/000900/30)**

C.1.2 The tender documents issued by the *Employer* comprise:

Part T: The Tender

Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules

Part C: The contract

Part C1: Agreements and contract data	C1.1 Framework agreement
Part C3: Scope of Services	C3.1 Service Information

C.1.4 The Employer's agent is:	Procurement Manager
Name:	Masego Khutsoane
Address:	Transnet Pipelines 202 Anton Lembede Street, Durban 4001
E – mail	masego.khutsoane2@transnet.net

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

1. **Stage 1 - Eligibility with regards to Pre-qualifying criteria**
   - Submit 2 (two) proof of valid Professional Driving Permit (PrDP) Category D for the

dangerous goods transportation . Tenderer to submit a minimum of two (2) certified of copies of PrDP drivers permits.

- Provide valid proof of registration as dangerous goods carriers issued by the Department of Transport for trucks that will be used to transport dangerous goods displays a valid "D" category operator card issued with the licence disc. Tenderer to submit a minimum of two pictures of licence discs or two copies of licence discs that display "D" category for the super suckers.
- A copy of the Safety Officer registration with the the South African Council for the Project and Construction Management Professions (SACPCMP) or South African Institute of Occupational Safety and Health (SAIOSH)

2. Stage 2 - Functionality:

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

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

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

C.2.7 The arrangements for a Non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

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: (insert company name)
- Contact person and details: (insert details)
- The Tender Number: TPL/2026/06/0383/7086/RFP
- The Tender Description: The establishment of an approved list of contractors for the remediation and rehabilitation of environmental contaminated sites at Transnet pipelines facilities and the pipeline network situated in Gauteng, Mpumalanga and North West, Free State and KwaZulu - Natal provinces, as and when required for a period of three years

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

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: **14:00pm** on the **12 January 2027**
Location: The Transnet e-Tender Submission Portal: www.transnet.net

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **180 working 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 case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. Proof of registration on the Central Supplier Database;

4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Maximum number of points
Availability of equipments	The company is required to have all the equipment (Owned or Leased) that are listed below, and must also meet the quantities required of each equipment: a) 4 x TLB's b) 2 X Excavator c) 2 X Rotovator or rotary tiller machine.	**30**

	d) 8 X tipper trucks or side tippers or skip trucks Note - Leased means that the tenderer can demonstrate access to the equipment as and when required. Tenderers are to submit asset register as a proof of ownership which must also be accompanied by license disc for TLB's, excavator, side tippers trucks or tipper trucks or skip bins trucks. Or the tenderer must provide proof of accessibility to the equipment via a signed agreement with the equipment provider accompanied by proof of lease agreement or memo of agreement with owner and bidder's asset register.	
Company Experience	Tenderers are required to demonstrate their experience in soil contamination remediation and rehabilitation of petroleum hydrocarbons. The tenderer should have experience and capabilities to remediate a minimum of 200 cubes of contaminated soil. The tenderer must provide information of the soil contamination remediation and rehabilitation projects completed (I.e. include the name of the spilled product, methodology used to undertake the remediation and rehabilitation, volume of contaminated soil, name of the client serviced, contacts details and the year. NB: Tenderers must provide evidence which is the reference letters in a company letterhead, signed by the project manager or completion certificates from the clients serviced. Failure to submit the evidence will be scored zero.	**30**
Environmentalists and	Qualified environmentalist Degree or Diploma in the natural science field (i.e. Hydrology, Geology, Environmental science, Environmental Management, Chemistry and Biology)	**5**
	Experienced environmentalist in soil contamination remediation and rehabilitation	**10**

safety officer qualifications and experience	Qualified safety officer	**10**
	Experienced Safety Officer	**15**
Maximum possible score for Functionality	**100**	

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

T2.2-17 **Evaluation Schedule:** Management & CV's
T2.2-18 **Evaluation Schedule:** Previous experience

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

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

Note: Any tender not complying with the above-mentioned requirements will be regarded as non-responsive and will therefore <u>not</u> 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 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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 awarded points (10)
B-BBEE STATUS LEVEL OF CONTRIBUTION 1 or 2	05
30% Black Women-Owned entities	05
Non-compliant contributor	0

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

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

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

C.3.13 Tender offers will only be accepted if:

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

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

   the tenderer:

   a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
   b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
   c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, other than what has been evaluated under any prequalification, functionality or price and specific goals criteria
   d) has the legal capacity to enter into the contract,
   e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
   f) complies with the legal requirements, if any, stated in the tender data and
   g) is able, in the option of the employer to perform the contract free of conflicts of interest.
   h) is an unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer.

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

Part T2: Returnable Documents

T2.1 List of Returnable Documents

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

- Submit 2 (two) proof of valid Professional Driving Permit (PrDP) Category D for the dangerous goods transportation. Tenderer to submit a minimum of two (2) Certified of copies of PrDP drivers permits.
- Provide valid proof of registration as dangerous goods carriers issued by the Department of Transport for trucks that will be used to transport dangerous goods displays a valid "D" category operator card issued with the licence disc. Tenderer to submit a minimum of two pictures of licence discs or two copies of licence discs that display "D" category for the super suckers.
- A copy of the Safety Officer registration with the South African Council for the Project and Construction Management Professions (SACPCMP) or South African Institute of Occupational Safety and Health (SAIOSH)

2.1.3 Returnable Schedules:

General:

T2.2-01 Certificate of Attendance
T2.2-02 Authority to submit tender
T2.2-03 Record of addenda to tender documents
T2.2-04 Letter of Good Standing
T2.2-05 Availability of equipment and other resources
T2.2-06 Schedule of proposed Subcontractors

Agreement and Commitment by Tenderer:

T2.2-07: ANNEX G Compulsory Enterprise Questionnaire -
Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.
T2.2-08 Non-Disclosure Agreement
T2.2-09 RFP Declaration Form
T2.2-10 RFP – Breach of Law
T2.2-11 Certificate of Acquaintance with Tender Document
T2.2-12 Service Provider Integrity Pact
T2.2-13 Supplier Code of Conduct
T2.2-14 Agreement in terms of Protection of Personal Information Act (POPIA)
T2.2-15 DPIP or FPPO

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-16 Three (3) years audited financial statements

2.1.2 These schedules will be utilised for evaluation purposes:

T2.2-17 **Evaluation Schedule:** Management & CV's
T2.2-18 **Evaluation Schedule:** Previous experience

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 ACTIVITY SCHEDULE

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

.....

Represented by:

(Name and Surname)

.....

Was represented at the compulsory tender clarification meeting

Held at:		
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 .....

T2.2-02: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

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

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

Name ..... Position Chairman of the Board of Directors .....

B. Certificate for Partnership

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

Name	**Address**	**Signature**	**Date**

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor _____

T2.2-03: Record of Addenda to Tender Documents

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

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

T2.2-04 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.
1.
2.
3.
4.

Name of Company/Members of Joint Venture:

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

T2.2-05: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *service* as described in the Service Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

T2.2-06 Proposed Sub-Contractors:

Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the *Service Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

Provide **detailed information** of the proposed Sub-contractors below:

	Name of proposed Sub-contractor	**Proposed Sub-contractor National Treasury Central Supplier Database Registration Number Address and Region**	**Nature and extent of work**	**B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No**	**Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.**
1.					
2.					
3.					
4.					
5.					
6.					
7.					

T2.2-07 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

5. **SECTION 5: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS**

Name	Identity number	Personal income tax number

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

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

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	**90**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**10**
Total points for Price and B-BBEE must not exceed	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

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

(g) **"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 EEnterprise 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.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Specific Goals	Number of points Awarded (10)
B-BBEE Status Level of Contributor 1 or 2	05
30% Black Women Owned Entities	05

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: 1 or 2 = ……(maximum of 10 points)

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

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

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the bidding process;

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

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

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

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

(f) forward the matter for criminal prosecution.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

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

2.3.1 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 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

[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.

T2.2-08 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
..

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

.....
..

.....
..

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

2. CONFIDENTIAL INFORMATION

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

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

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

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

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

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing

Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-09: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

   _____

   _____

   _____

   Indicate nature of relationship with Transnet:

   _____

   _____

   _____

   _____

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

8. We have acquainted ourselves and agree with the content of T2.2-09 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-10: 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

T2.2-11 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

T2.2-12 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.

OBJECTIVES

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.

COMMITMENTS OF TRANSNET

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

Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering

process, Tender evaluation, contracting or implementation process related to any contract.

Transnet will, during the registration and tendering process treat all Tenderers/ 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.

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.

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.

OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

Transnet has a '**Zero Gifts'** Policy. No employee is allowed to accept gifts, favours or benefits.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

INDEPENDENT TENDERING

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

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

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

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

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

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

a) prices;

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

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

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

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

f) tendering with the intention of not winning the Tender.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

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

Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

DISQUALIFICATION FROM TENDERING PROCESS

If the Tenderer/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.

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.

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.

TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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.

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.

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.

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.

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.

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

Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

PREVIOUS TRANSGRESSIONS

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

If it is found to be that the Tenderer/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.)

SANCTIONS FOR VIOLATIONS

Transnet shall also take all or any one of the following actions, wherever required to:

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

CONFLICTS OF INTEREST

A conflict of interest includes, inter alia, a situation in which:

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

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

a) Private gain or advancement; or
b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

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

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

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

DISPUTE RESOLUTION

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 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

GENERAL

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

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

Should a Tenderer/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 ……..

T2.2-13: Supplier Code of Conduct

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

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

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

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

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

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

    - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
    - Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
    - Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

conducted and the supplier is expected to participate in an honest and straight forward manner.

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

Conflicts of Interest

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

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

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

I, _____ of _____

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

(insert name of Company)

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

Signed this on day _____ at _____

_____

Signature

T2.2-14 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator

must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

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

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

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

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

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

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

YES		NO	

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....(Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-15 Domestic Prominent Influential Persons (DPIP) or Foreign Prominent Public Officials (FPPO)

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

a) Considered relevant governance protocols;

b) Determined the DPIP or FPPO status of that counterparty; and

c) Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent

(Complete with a "Yes" or "No"

A DPIP/ FPPO		**Closely Related to a DPIP/FPPO**		**Closely Associated to a DPIP/FPPO**	

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

No	**Name of Entity / Business**	**Entity /Business** (Nature of interest/ Participation)	**Shareholding %**	**Registration Number**	**Status** (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						
4						

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

Signed	_____	Date	_____
Name	_____	Position	_____
		Tenderer	_____

T2.2-16: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-17: Evaluation Schedule - Management & CV's of Key Personnel

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

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

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

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

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1			
2			
3			
4			
5			
6			

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

Qualified environmentalist Degree or Diploma in the natural science field (i.e. Hydrology, Geology, Environmental science, Earth Science, Environmental Management, Chemistry and Biology)	Submit the certified copies of qualification of the environmentalist	0	The qualifications submitted is irrelevant.
		60	The environmentalist has a Diploma in the natural science field (i.e. environmental management or biology)
		80	Environmentalists have a BTECH or Degree in the natural science field (i.e. Hydrology, Geology, Environmental Science, Earth Science, Environmental Management, Chemistry and Biology)
		100	The environmentalist has a master's degree in the natural science field (i.e. Hydrology, Geology, Environmental science, Earth Science, Environmental Management, Chemistry and Biology)
Experienced environmentalist in soil contamination remediation and rehabilitation	Submit the curriculum vitae of the environmentalist with experience in environmental remediation and rehabilitation works (The CV must provide a description of the projects that the environmentalist was involved in and their position, role & responsibilities, year, start date and end date involved in soil contamination remediation).	0	Environmentalists have less than 3 years of relevant experience in soil contamination remediation and rehabilitation.
		20	Environmentalists have 3 years but less than 4 years of relevant experience in soil contamination remediation and rehabilitation.
		40	The person has 4 years but less than 5 years of relevant experience in soil contamination remediation and rehabilitation
		60	The environmentalist has 5 years but less than 6 years of relevant experience in soil contamination remediation and rehabilitation
		80	The environmentalists have 6 years but than 7 years of relevant experience in soil contamination remediation and rehabilitation.
		100	Environmentalists have 8 or more years of relevant experience in soil contamination remediation and rehabilitation
Qualified safety officer	Submit a certified copy of the safety officer qualification	0	No qualification submitted or the qualification submitted is irrelevant)
		40	The safety officer is in possession of Safety Management Certificate.
		60	The safety officer is in possession of a Diploma in Safety Management.
		100	The safety officer is in possession of a Safety Management bachelor's degree or BTECH
Experienced Safety Officer	Submit the curriculum vitae of the safety officer. The CV must have start date, month and year and end date, month and year. It must also clearly state their roles and	0	The safety officer has less than 1 year of experience
		20	The safety officer has 1 year but less than 2 years of experience.
		40	The safety officer has over 2 years but less than 3 years of experience.

	responsibilities and areas of exposure in safety management	60	The safety officer has above 3 years but less than 4 years of experience
		80	The safety officer has over 4 years but less than 5 years of experience
		100	The safety officer has over 5 years of experience.

Index of documentation attached to this schedule:

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T2.2-18: Evaluation Schedule: Previous Experience

Note to tenderers:

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

- A list of past / current comparable projects.

Construction of similar works as detailed in the Works Information with reference to:
  - Remediation and Rehabilitation
  - Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

The scoring will be as follows:

0	Tenderer has completed 2 or less projects in soil contamination remediation and rehabilitation or has submitted projects with less than 200 cubes of contaminated soil remediation.
40	Tenderer has completed 3 projects in contamination remediation and rehabilitation of 200 cubes or more of contaminated soil. The tenderer has also provided reference evidence of all spills incidents.
60	Tenderer has completed 4 projects in soil remediation and rehabilitation of the volume of 200 cubes of contaminated soil. The tenderer has also provided reference evidence of all soil remediation and rehabilitation projects completed.
80	Tenderer has completed 5 projects in remediation and rehabilitation of the 200 cubes or more of contaminated soil. The tenderer has also provided reference evidence of all soil contamination remediation and rehabilitation projects completed.
100	Tenderer has completed 6 or more projects in remediation and rehabilitation of 200 cubes or more of the contaminated soil. The tenderer has also provided reference evidence of all remediation and rehabilitation projects completed.

Note: Tenderers are required to demonstrate their experience in soil contamination remediation and rehabilitation of petroleum hydrocarbons. The tenderer should have experience and capabilities to remediate a minimum of 200 cubes of contaminated soil.
The tenderer must provide information of the soil contamination remediation and rehabilitation projects completed (I.e. include the name of the spilled product, methodology used to undertake the remediation and rehabilitation, volume of contaminated soil, name of the client serviced, contact details and the year) .
NB: Tenderers must provide evidence, which is the reference letters in a company letterhead signed by the project manager or completion certificates from the clients serviced.
Failure to submit the evidence will be scored zero.

Index of documentation attached to this schedule -

	TECHNICAL EVALUATION CRITERIA
1	
2	
3	
4	
5	
6	
7	

Part C1: Agreements and contract data

TENDER FOR THE FRAMEWORK AGREEMENT

FOR

THE ESTABLISHMENT OF AN APPROVED LIST OF CONTRACTORS FOR THE REMEDIATION AND REHABILITATION OF ENVIRONMENTAL CONTAMINATED SITES AT TRANSNET PIPELINES FACILITIES AND THE PIPELINE NETWORK SITUATED IN GAUTENG, MPUMALANGA, NORTH WEST, FREE STATE AND KWAZULU - NATAL PROVINCES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

PURPOSE OF THE TENDER

A. The purpose of this tender is for the *Employer* to pre-qualify contractors based on functionality and expertise to establish an approved list of contractors for the provision of remediation and rehabilitation of environmental incidents / spillages services at Transnet Pipelines facilities (depots and pump stations) and the pipeline network situated in Gauteng, Mpumalanga, North West, Free State and KwaZulu – Natal Provinces, on an as and when required basis for a period of three years ("the Pre-Qualified Contractor/s").

B. The Employer may from time to time invite the Pre-Qualified Contractors to competitively tender for the services. Such competitive tender process may result in the Contractor providing some or all of the Services to the Employer under the proposed terms of the Agreement.

C. When the Employer requires such services from the Contractor, the Employer shall issue an RFQ to all the Pre-Qualified Contractors. Following evaluation of the Contractor's RFQ Response (including but not limited to price and B-BBEE rating in terms of the PPPFA), the Employer may opt to enter into services contract/s with the Contractor in accordance with this Agreement.

D. There are no guarantees made by the Employer that the Contractor shall be awarded any of the service contracts.

E. The parties shall enter into the framework agreement on the terms and conditions recorded below.

DRAFT FRAMEWORK AGREEMENT

for

THE ESTABLISHMENT OF AN APPROVED LIST OF CONTRACTORS FOR THE REMEDIATION AND REHABILITATION OF ENVIRONMENTALLY CONTAMINATED SITES AT TRANSNET PIPELINES FACILITIES AND THE PIPELINE NETWORK SITUATED IN GAUTENG, MPUMALANGA AND NORTH WEST, FREE STATE AND KWAZULU - NATAL PROVINCES, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

entered into

between

Transnet SOC Limited

Registration number: 1990/000900/30

("Employer")

And

[•]

Registration number: [•]

("Contractor")

1. BACKGROUND

1.1 The *Contractor* is in the business of providing the Services.

1.2 The *Employer* has pre-qualified contractors for the provision of the Services

1.3 Based on the approved list of pre-qualified contractors the *Employer* shall require the *Contractor* to competitively tender for the Services. Such competitive tender may result in the *Contractor* providing some or all of the Services to the *Employer* under this Agreement.

1.4 When the *Employer* requires Services from the Contractor, the *Employer* shall issue an RFQ to all pre-qualified contractors. Following evaluation of the Contractor's RFQ Response (including but not limited to price and B-BBEE rating in terms of the PPPFA), the *Employer* may opt to enter into Services Contract/s with the *Contractor* in accordance with this Agreement.

1.5 There are no guarantees made by the *Employer* that the *Contractor* will be awarded any of the Service Contracts.

1.6 Each Service Contract will incorporate the terms and conditions set out in this Agreement, together with project specific criteria.

2. Definitions

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

2.1	**"Agreement"**	means this framework agreement;
2.2	**"Appointment"**	means the letter of appointment issued by the *Employer* to the *Contractor*;

2.3	"**Confidential Information**"	means the terms of this Contract and any and all data, reports, records, correspondence, notes, compilations, studies, any information that concerns the business, operations, finances, plans and other information made available or disclosed directly or indirectly by the disclosing party to the receiving party at any time, but does not include information which: (a) is or becomes public knowledge other than by a breach of this Contract; (b) is in the possession of the receiving party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the receiving party or (c) has been independently developed by the receiving party or acquired from a source which was not subject to a duty of confidentiality to the disclosing party;
2.4	**"Contractor"**	means [•], a company incorporated and registered in accordance with the laws of the Republic of South Africa with registration number [•];
2.5	**"Effective Date"**	means [•][4], being the date on which the appointment letter is signed;
2.6	**"Employer"**	means Transnet SOC Limited, with registration number 1990/000900/30;
2.7	**"Parties"**	means the parties to this Agreement, and "Party" shall mean any one of them as the context may require;
2.8	"**Pre-qualified**"	means the process of the *Employer* pre-qualifying contractors based on functionality and expertise to establish an approved list of contractors for the remediation and rehabilitation of environmental contaminated sites in Gauteng, Mpumalanga, North –

		West, Free State and KwaZulu – Natal Provinces on an as and when required basis for a period of three years;
2.9	**"RFQ"**	means a request for quotation as issued by the Employer;
2.10	**"Schedules"**	means the annexures to this Agreement;
2.11	**"Services"**	means the scope of services/ works included to this Agreement;
2.12	**"Services Contract"**	means an agreement for the provision of the Services by the *Contractor* to the *Employer* over a specific period of time within the Term which contracts may take the form of any of the NEC3 contracts, including but not limited to: • NEC3 Term Services Contract; • NEC3 Professional Services Contract; and/or • NEC3 Engineering and Construction Contract.
2.13	**"Term"**	means the period beginning on the Effective Date and ending on termination, or upon the expiry of a 3 (three) year period.

3. Interpretation

3.1 Clause, schedule and paragraph headings of this Agreement are for purposes of reference only and shall not be used in the interpretation of this Agreement.

3.2 Unless the context clearly indicates a contrary intention, any word connoting:

3.2.1 any gender includes the other two genders;

3.2.2 the singular includes the plural and *vice versa*;

3.2.3 natural persons includes artificial persons and *vice versa*;

3.2.4 insolvency includes provisional or final sequestration, liquidation or judicial management.

3.3 When any number of days is prescribed such number shall mean calendar days, unless business days are expressly referred to, and shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public

holiday in the Republic of South Africa, in which case the last day shall be the next succeeding business day.

3.4 A reference to an enactment is a reference to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.

3.5 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.

3.6 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

3.7 The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.

3.8 Where any term is defined within the context of any particular clause in this Agreement, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause.

3.9 The Schedules form part of this framework agreement and shall have effect as if set out in full in the body of this framework agreement. Any reference to this framework agreement includes the Schedules.

4. Purpose and Effect

4.1 The *Employer* has pre-qualified *Contractors*. The agreed and accepted *Contractor's* functionality and expertise as per RFP requirements**.**

4.2 This Agreement gives the *Employer* the option to select a *Contractor* to provide the Services following a selection procedure through a request for quotation ("RFQ").

4.3 The *Contractor* shall supply the *Employer* with the Services on the terms of this Agreement pursuant to one or more Service Contracts, signed on behalf of the *Contractor* and the *Employer.*

4.4 The *Employer's* option shall be enforceable as many times as the *Employer* wishes prior to expiry of the Agreement.

4.5 The *Contractor* shall take note that some of the work that will be undertaken would require CIDB grading as per the regulation.

5. Commencement and Duration

5.1 This Agreement shall commence on the Effective Date for the Term, unless terminated earlier in accordance with the provisions of this Agreement.

5.2 The *Contractor* performs and completes Services under any Service Contract on condition that the Service Contract is placed prior to the expiry of the Term, notwithstanding the expiry date of the Term. For the avoidance of doubt, if a Service Contract is confirmed with the *Contractor* in month 35, which Service Contract is placed for a period of 6 months, the Contractor is required to complete such 6-month Service Contract, irrespective of the Term having expired.

6. Request for Quotation

6.1 The terms of this Agreement shall be deemed to be incorporated into each Service Contract, as amended by the applicable Service Contract.

6.2 The *Employer* shall be entitled from time to time to request in writing the provision of any or all of the Services from the *Contractor* in relation to specific sites, by issuing an RFQ to the *Contractor*.

6.3 The RFQ shall include (but not be limited to) the following information:

6.3.1 Contract Data for the applicable Services Contract;

6.3.2 Site specific scope of work;

6.3.3 site information;

6.3.4 a period of time, within the Term, for which the Services must be provided;

6.3.5 Pricing Schedule; and

6.3.6 B-BBEE status level as per the Preference Points System.

6.4 The RFQ shall require (but not be limited to) the following information being submitted by the *Contractor*:

6.4.1 a completed pricing schedule for the Services as outlined in the RFQ;

6.4.2 a valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership.

6.5 Within 14 days or such other period as stipulated in the RFQ, of receipt of an RFQ from the *Employer*, the *Contractor* shall complete and submit a response to the RFQ ("the RFQ Response").

7. *Employer's* Evaluation

7.1 Following receipt of the RFQ Response the *Employer* shall reply to the RFQ Response by accepting, rejecting or requesting further information.

7.2 No guarantees are made by the *Employer* that the *Contractor* will be issued with a minimum number of Service Contracts instructing the execution of Services for the Term.

7.3 The *Contractor's* information as submitted in relation to the *Contractor's* tender submission for the Establishment of an Approved List for the Provision of Remediation and Rehabilitation of Environmental Incidents/ Spillages Services at Transnet Pipelines Facilities (Depots and Pump Stations) and the Pipeline Network, situated in Gauteng, Mpumalanga, North West, Free State and KwaZulu – Natal Provinces on an as and when required basis for a Period of Three Years shall by implication form the basis of such RFQ response in terms of functionality/expertise.

8. Service Contract

8.1 In the event that the *Employer* accepts the *Contractor's* RFQ Response, the *Employer* shall issue to the *Contractor* a Service Contract pertaining to the specific Services in question, incorporating the terms of the RFQ and the RFQ Response thereof.

8.2 A Service Contract shall not enter into force, be legally binding or have any other effect unless:

8.2.1 the Service Contract contains all the information required by the form of agreement and contract data form as per the specific Service Contract;

8.2.2 the Service Contract has been approved and signed by the authorised representatives of both Parties; and

8.2.3 as at the date of the Service Contract, this Agreement has not terminated or expired.

8.3 Each Service Contract issued under this Agreement:

8.3.1 shall be entered into by the *Employer* and the *Contractor*;

8.3.2 forms a separate contract between its signatories; and

8.3.3 shall incorporate the terms of this Agreement, as modified by the relevant Service Contract.

8.4 Any amendment to this Agreement agreed by the *Employer* and the *Contractor* shall apply to any Service Contract which is current at the date of such amendment and to all Service Contracts entered into after the date of such amendment.

8.5 The *Employer* reserves the right to pursue alternative solutions to ensure the successful rehabilitation of the sites.

9. Obligation to inform the Employer

9.1 The *Contractor* shall provide any information requested by the *Employer* in order to verify compliance with this Agreement and/or any Service Contract.

9.2 With respect to the performance of the Services, the Contractor shall also inform the *Employer* without delay of:

9.2.1 any substantial changes to its rules or procedures that relate to the management of the Agreement;

9.2.2 any substantial change in its legal, financial, technical, organisational or ownership situation;

9.2.3 any fraud or irregularity which comes to its attention and any situation which may give rise thereto and the measures taken; and

9.2.4 any event which may delay or jeopardize performance of the Services.

10. Dispute

10.1 The Parties shall endeavour to reach an amicable settlement of any dispute arising from or in connection with this Agreement.

10.2 If the parties fail to reach an amicable settlement, the matter shall be administered by, and resolved finally in accordance with the then current rules published by, the Association of Arbitrators (Southern Africa), by one or more arbitrators appointed in accordance with said rules. The place of Arbitration shall be Johannesburg, and the arbitration proceedings will be conducted in the English language.

10.3 The Arbitrator shall be entitled to: -

10.3.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;

10.3.2 decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of this Agreement; and

10.3.3 make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.

10.4 The arbitration shall be held as quickly as possible after it is demanded by one or both Parties.

10.5 The decision in the arbitration shall be final and binding on the Parties (whether they are parties to the arbitration or not) and may be enforced by any Court or judicial authority having competent jurisdiction over the Party or its assets against which a judgment is made in the arbitration.

10.6 Nothing in this clause shall prevent either Party from approaching a Court of competent jurisdiction for urgent and interim relief if permitted under the applicable law.

10.7 By agreeing to arbitration pursuant to this clause, the Parties waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority (save the enforcement of relevant arbitral awards).

10.8 This clause is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.

11. Confidentiality

11.1 Notwithstanding anything to the contrary contained in the Contract or this clause, a Party shall not, directly or indirectly, disclose any Confidential Information relating to the affairs of the other Party to any person, without the prior written consent of the other Party, unless such person is authorized by the other Party or is entitled, by law, to have access to such information.

11.2 In the event that a Party is in any doubt as to whether it may disclose or is obligated to disclose, that Party shall consult the other Party prior to disclosing any Confidential Information.

11.3 The provisions of this clause survives the termination of the Contract for any reason whatsoever and remains binding on the Parties.

12. Termination

12.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

12.1.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 (fourteen) days after being notified in writing to do so;

12.1.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

12.1.3 the *Contractor* has failed to comply with its obligations under this Agreement and/or a Service Contract;

12.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

12.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

12.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or provisional liquidation of that other party (being a company);

12.1.7 an application is made to court, or an order is made, for the appointment of an administrator;

12.1.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

12.1.9 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

12.1.10 there is a change of control of the other party.

13. Consequences of Termination

13.1 On termination (or expiry) of this Agreement, howsoever arising, each Service Contract then in force at the date of such termination shall continue in full force and

effect for the remainder of the term of such Service Contract, unless terminated earlier in accordance with the terms of such Service Contract.

13.2 The termination of any Service Contract shall not affect any other Service Contracts or this Agreement.

13.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of this Agreement which existed at or before the date of termination.

14. Notices and legal process

14.1 Each Party chooses as its address for all purposes under this Agreement ("**chosen address**"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement ("**notice**"), as follows:

14.1.1.1 in the case of **Transnet SOC Limited** to:

address : **[●]**

telephone number : **[●]**

fax no : **[●]**

e-mail : **[●]**

and is marked for the attention of **[●]**

14.1.1.2 in the case of **[●]** to:

address : **[●]**

telephone number : **[●]**

fax no : **[●]**

e-mail : **[●]**

and is marked for the attention of **[●]**

14.2 Any notice required or permitted under this Agreement shall be valid and effective only if in writing.

14.3 Any Party may by notice to the other Parties change its chosen address to another physical address and such change shall take effect on the seventh day after the date of receipt by the Party who last receives the notice.

14.4 Notwithstanding anything to the contrary herein, a written notice actually received by a Party, including a notice sent by email, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

15. General and miscellaneous

15.1 Entire Agreement

This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

15.2 No Amendments Except in Writing

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

15.3 No Stipulation for the Benefit of a Third Person

Save as is expressly provided for in this Agreement and in particular without limiting the generality of the aforegoing, no provision of this Agreement constitutes a stipulation for the benefit of a third person (ie a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.

15.4 Waivers

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

15.5 Approvals and Consents

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Parties from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

15.6 No Partnership

Save as otherwise stated in this Agreement, nothing herein shall constitute or be deemed to constitute a partnership between any of the Parties hereto and none of them shall have any authority to bind the others in any way.

15.7 Cession and Assignment

No Party may cede and/or assign that Party's rights or delegate that Party's obligations in this Agreement without the prior written consent of the other Parties.

15.8 **Survival of Obligations**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

15.9 **Governing law**

This Agreement shall be governed by and interpreted in accordance with the laws of South Africa.

15.10 **Cooperation**

The Parties shall at all times cooperate and consult with each other in good faith in order to procure the implementation of this Agreement in all its aspects.

15.11 **Costs**

15.11.1 Each Party shall bear that Party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

15.11.2 Any costs, including attorney and own client costs, incurred by a Party arising out of a breach by another Party shall be borne by the Party in breach.

15.12 **Independent Advice**

Each of the Parties hereby respectively agrees and acknowledges that:

15.12.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

15.12.2 each provision of this Agreement is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

15.13 **Counterparts**

This Agreement may be executed in a number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall be deemed to constitute one and the same agreement.

SIGNED for and on behalf of.....

Registration Number: .....

.....

Signature

Name: Position: Date: **AS WITNESS**: Signature: …….. Name :……

SIGNED for and on behalf of **Transnet SOC Ltd** duly authorised hereto	SIGNED for and on behalf of **Transnet SOC Ltd** duly authorised hereto
Registration Number 1990/000900/30	Registration Number 1990/000900/30
Signature ……	Signature ……
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place:
AS WITNESS: Signature …… Name ……	**AS WITNESS**: Signature …… Name ……

SCHEDULE A

LETTER OF TENDER (/ APPOINTMENT)

To: Transnet SOC Limited

THE ESTABLISHMENT OF AN APPROVED LIST OF CONTRACTORS FOR THE REMEDIATION AND REHABILITATION OF ENVIRONMENTAL CONTAMINATED SITES AT TRANSNET PIPELINES FACILITIES AND THE PIPELINE NETWORK SITUATED IN GAUTENG, MPUMALANGA AND NORTH WEST, FREE STATE AND KWAZULU - NATAL PROVINCES, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

TPL/2026/06/0383/7086/RFP

We have examined the tender documents including the Tender Data, Draft Framework Agreement, all Schedules and Addenda[5]. We have examined, understood and checked these documents and have ascertained that they contain no errors or defects.

All of our qualifications are set out in the Schedule of Deviations.

Accordingly, we offer our Services, in conformity with this Tender for purposes of pre-qualifying for the Services.

We agree to abide by this Tender for a period of **180 Business Days** from the tender closing date during which period this letter of tender shall be irrevocable. This Letter of Tender may be utilised for purposes of appointment on a pre-qualified approved list at any time before that date. We acknowledge that the Contract Data forms part of this Letter of Tender.

For and on behalf of **[●]**
Name of Signatory: **[●]**
Date: **[●]**
Capacity: **[●]**
Authority: **[●]**

SCHEDULE B

SCHEDULE OF DEVIATIONS

Note:

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

SCHEDULE OF DEVIATIONS

No.	Subject	Details
1		
2		

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 *Contractor:*	**For the *Employer:***	**For the *Employer:***
Signature			
Name			
Capacity			
On behalf of			*Transnet Pipelines* *202 Anton Lembede Street,Durban, 4001*
Name & signature of witness			
Date			

Part C3: Scope of Services

PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	*Service Information*	5
	Total number of pages	6

THE ESTABLISHMENT OF AN APPROVED LIST OF SERVICE PROVIDERS FOR THE REMEDIATION AND REHABILITATION OF ENVIRONMENTAL CONTAMINATED SITES AT TRANSNET PIPELINES FACILITIES AND THE PIPELINE NETWORK SITUATED IN GAUTENG, MPUMALANGA AND NORTH WEST , FREE STATE AND KWAZULU NATAL PROVINCES, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.

1. PURPOSE

Transnet Pipelines intends to establish an approved list in the form of an agreement with Contractors that will be responsible for undertaking the environmental remediation and rehabilitation of the environmental contaminated sites on an as and when required basis. The purpose of this document is to outline the Generic scope of work that is required to be conducted by the successful bidder/s for the contaminated soil remediation and site rehabilitation for Transnet Pipelines, within the pipeline network area (spillage along the pipeline servitude) and operational facilities (leaks due to operational activities over time) on an as and when required basis.

Transnet acknowledges its responsibility in terms of the Constitution of the Republic 1996, the National Environmental Management Act, 1998 (Act No. 107 of 1998), the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) and the National Water Act, 1998 (Act No. 36 of 1998) which amongst others require integrated environmental management and promotion of public consultation and participation.

Transnet Pipelines is committed in ensuring that the remediation and rehabilitation of the contaminated sites is undertaken in a sustainable and responsible manner, and that all significant environmental and human health risks are sufficiently mitigated. To this end, Transnet seeks to enter into a Framework Agreement with contractors that have relevant knowledge, competence and experience on environmental contamination remediation and rehabilitation work.

2. BACKGROUND

Transnet Pipelines manages and operates a pipeline network and the associated infrastructure that transports crude oil, aviation turbine fuel (Avtur), petrol and diesel between Durban and Johannesburg. TPL has a number of operational facilities (depots, pump stations and workshops) and a pipeline network of Avtur, multiproducts & gas in the following provinces: Kwa-Zulu Natal, Gauteng, Free State, Mpumalanga and North West.

The nature of operations for Transnet Pipelines is associated with environmental risk in a form of spillages or leaks along the pipeline route or operational depots. As such, Transnet Pipelines intends to establish a list of approved Contractors that will be responsible to undertake the requirement remediation and rehabilitation on an as and when required basis. As The appointed Contractors service provider or providers will be responsible for the remediation of contaminated soil and re-instatement of the ground at TPL facilities and the pipeline network situated in Gauteng, Mpumalanga, Kwa-Zulu Natal, Free State and Northwest provinces.

3. EMPLOYER'S OBJECTIVES

3.1 The Employer's specific/ main objective is to establishment a panel list of technically qualified Contractors that will undertake the remediation and rehabilitation of soil contamination.

3.2 To ensure that the risk posed by the contamination is reduced or minimise to acceptable standards as set out on the environmental legislations

3.3 To re-instate ground or the site to conditions similar to pre-spillage or contamination

4. GENERIC SCOPE OF WORKS TO BE UNDERTAKEN

Below is the generic scope of work, it must be noted that a site-specific scope of works will be developed as per the site requirements and issued to the contractors in the panel to provide a quote for the work required per site. The scope of works for this contract excludes the contaminated ground water remediation which will be done in a separate scope of works.

4.1. Site establishment which entails delivery of equipment's and machines onsite.
4.2. Site preparation which entails removal of weeds and other unwanted materials onsite.
4.3. Induction of all visitors entering the site, proof of this must be kept.
4.4. Conducting daily Safety Talks before commencement of work.
4.5. Provision of security services and access control.

4.6. Demarcation of the working area to restrict access by people and animals and to mitigate against unnecessary disturbance of unaffected parts of the site. In those sites where there is livestock or human settlement in proximity, the Contractor must put temporary fence, chevron tape or other suitable material to restrict access.

4.7. Provide signage to ensure order and control on site, this includes 'no entry', 'assembly points' and 'no smoking' signs.

4.8. Insitu or ex-situ treatment of contaminated soil inline with the site-specific scope of works that will be issued per site, such as creation of bio-pads or disposal of contaminated soil or other forms of remediation process to ensure that the soil is fully remediated.

4.9. Ensure that contaminated soil or water is removed for disposal at an approved landfill site or wastewater treatment facility. Provide the safe disposal certificates and waste manifest documents for all hazardous waste removed, disposed or treated at an approved facility in terms of National the Environmental Management Waste Act 59 of 2008 or Environmental Conservation Act 73 of 1989.

4.10. The Contractor shall ensure the site is re-instated with clean treated soil or clean imported soil.

4.11. The vehicles that transport hazardous substances from the site comply with the SANS Codes for the Transportation of Dangerous Goods.

4.12. The Contractor will be required to apply fertilizer at some sites in order to enhance soil quality where required.

4.13. Provision of good working conditions plant and equipment that are necessary to undertake the work onsite.

4.14. Supply the ablution facilities for employees working on site and ensuring that toilets are hygienic and serviced accordingly.

4.15. Ensuring that the site is kept clean (i.e. free of waste and other unwanted weeds).

4.16. Grassing of the site post remediation and re-instatement of a fence where required.

4.17. Provision of PPE necessary to carry out the work safely, PPEs are to be in line with Occupational Health and Safety requirements for the intend work.

4.18. Provision of dust control measures, e.g. watering where required.

4.19. Provision of traffic control measures as a safety precaution where required.

4.20. Ensuring that all necessary arrangements for site accommodation (e.g. offices, rest and eating areas) are made.

4.21. Ensuring that arrangements are made for accommodation, meals and other disbursements necessary to carry out the work effectively.

5. DELIVERABLES

4.1 Progress monthly or weekly reports are to be submitted to Transnet Pipelines on as per the agreed time periods.

4.2 Remediation and rehabilitation close out report per incident site on completion of work.

4.3 The remediation and rehabilitation works must provide assurance that declares the property suitable for its intended use.

4.4 Attendance of regular meetings as required to ensure efficient rehabilitation process.

4.5 Submit the waste manifests and safe disposal documents for all hazardous waste disposed in line with the NEMA Waste Classification and Management Regulations (2013) on completion of works on site.

4.6 Risks register associated with the project, risk mitigation plans and progress on the implementation of the mitigation plans prior to commencement with work.

4.7 Submit the project schedule prior to commencement with work.

6. SAFETY, HEALTH AND ENVIRONMNTAL REQUIREMENTS

The appointed Contractor must at all times comply with Safety, Health and Environmental Requirements prescribed by law and the Transnet Contractor Management Procedure (TRN-IMS-PROC-014) and related specifications as they may apply to the services. The Contractor shall comply with the provisions of Occupational Health and Safety Act, 1993 (Act No. 85 of 1993and performs duties of the employer and is in every respect responsible for compliance with the provisions of the act. The Contractor will be responsible for the safety, health, and environmental rules that TPL may require to be implemented.

The service provider shall ensure that no employees or persons working on his/her behalf are allowed to enter any remediation site, unless that employee or person has undergone safety, health and environmental induction pertaining to the hazards prevalent to the site at the time of entry.

The appointed Contractor for a particular site will furnish the Employer with the required site-specific Health and Safety file for approval prior to commencement with the work. Once the Contractor's Health and Safety file is approved, a site access certificate will be issued to access the Transnet Pipelines facilities and to work along the servitude.

7. ACCESS CONTROL AND SECURITY FOR SITES

The *Contractor* is to include but not limited to the following pertaining to site security control. The appointed *Contractor* must ensure that its subcontracted Security company to guard the site undergoing remediation and rehabilitation complies with the following requirements. The *Employer's* Security Department will on an ad hoc basis screen the appointed security company to verify if they comply with these requirements.

6.1 Must have a minimum of two PSIRA Registered Security Guards for access control to prevent unauthorized entry onto the site. The Employer's Security Department will perform security screening of the Contract's subcontracted security.

6.2 The appointed security service provider should post or deploy a Grade C PSIRA accredited security officer.

6.3 The security service provider should conduct site specific threat risk assessment & security plan when posting security in each spill site and it must be included in the security file that will be onsite.

6.4 There should be an updated security officers site file onsite and should include the following (PSIRA certificate, security training centre certificate, Grade 12 certificate, certified copy of identity documents, firearm competency certificate-hand held gun or pistol basic, first aid training, basic firefighting certificate, medical fitness certificate, South African Police Services clearance certificate). The site security file must include emergency numbers (Control room, security supervisor and Manager). The documents are to be updated as and when required (i.e. when expired).

6.5 Security uniform & equipment (full clean uniform, shirt with company logo, trouser, socks, pull over, cap, jersey, wind breaker, safety boots, name tag, two-way radio, cell phone, panic button,).

6.6 An Access Control Book must be maintained for person/s visiting the site, recording as a minimum the name of visitor, identification, date of visit, organization representing and the purpose of the visit.

6.7 An Occurrence Book must be maintained for any occurrences that take place on site.

Maksure Place, Waterfall Point
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Waterfall City, 2090
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1April 2026

To Whom It May Concern,

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

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

INSURED:	Transnet (SOC) Limited
PERIOD:	1 April 2026 to 31 March 2027 (Both days inclusive) DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority, Transnet Port Terminals and Transnet Rail Infrastructure Manager
THE INSURED'S VAT NO:	4720103177 THE INSURED'S
COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office):	96 Rissik Street, Braamfontein, Johannesburg, PO Box 72501, Parkview 2122

CONTRACT WORKS INSURANCE

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

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	managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;
Provincial & Government:	any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.
Insured Contracts	All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but excluding;

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

Definitions

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1) "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.
2) *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
3) "Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;
4) *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
5) *Tunnels" means Tunnels (Including declines) involving all of the following;*
    a) *Works below ground level; and*
    b) *Tunnelling machinery below ground level; and*
    c) *A tunnelling crew operating the machinery below ground level;*
    d) *But shall not include Horizontal Directional Drilling Contracts*
6) *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
7) *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period	120 Days not consecutive.
Maintenance Period	24 Months
Main Policy Extensions	• Costs & Expenses - Limited to a maximum of R50,000,000. • Expediting Measures–Limited to a maximum of R50,000,000. • Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.

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- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor– Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000. Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction–30%
- Marine Contribution Clause
- Claim Preparation Costs–Limited to a maximum of R10,000,000

Main Policy Exclusions

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

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- Beneficial Occupation–12 months
- Risk Mitigation–Safety Measures with Respect to Precipitation, Flood and Inundation–10 years return period

Deductibles

In respect of loss or damage:
Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).
Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value	**Major perils**	**Minor perils**
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000
Minimum wet risk deductible	R100,000 per occurrence to apply	
Electrical Cables, Wiring and Accessories	10% of claim minimum R100,000	

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

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

PUBLIC LIABILITY

Cover Provided

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

Insurer: Santam
Policy Number: 6000/132335
Territorial Limits: The Republic of South Africa.
Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:

a) Contracts which at award stage have a value in excess of R 1,000,000,000.
b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For

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Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

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

Policy Limits	Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
	Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
	Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
	Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
	Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
	Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
	Claims Preparation Costs	R5 000 000 any one occurrence
	*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.	
Deductible(s)	R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and	

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	Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.
General Policy Exclusions	**The policy does not cover:-** • deliberate, conscious and intentional disregard to take reasonable precautions. fines, penalties, punitive and exemplary damages. • Pollution unless caused by a sudden, unintended and unexpected occurrence. • cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence. • the hazardous nature of asbestos. • War And Terrorism Risks. • Nuclear Risks. • Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities • Compulsory Insurance • Loss or damage and any consequence therefrom to any Data • Sanctions Exclusion Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided	**Professional Indemnity** a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined. b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.
Insurer	Santam
Policy Number	6000/132337
Jurisdiction	Worldwide excluding North America
Insured Contracts	All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:** a) Contracts which at award stage have a value in excess of R 1,000,000,000. b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period). c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.

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

Limit Of Indemnity	Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance. *Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension Limits Of Indemnity

Claims Preparation Costs	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright	*R5,000,000 in the aggregate during the policy period of insurance.

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

Deductibles	R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.
Policy Special Conditions	Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable. Prior to hand over/rectification–the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers’ written agreement to such action being taken and the costs and expenses expected to be expended.
Policy Main Exclusions	• Excludes all consequential loss other than cost of re-design, rectification and replacement because of the defect. • Excludes Supervision. • Excludes liability arising out of environmental impairment / pollution Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.

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

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

Langa Sigodi



Account Executive: Corporate and Global Markets