



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

## **T2.1 List of Returnable Documents**

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

- T2.2-01 **Stage one: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage one: Eligibility Criteria Schedule** - The contractor appointed representative must be registered as a Bird Control Operator/Bird repellent with the **Department of Agriculture, Land Reform and Rural Development** (Attach valid certificate).

### **2.1.2 Stage Two : these schedules will be utilised for evaluation purposes:**

- T2.2-03 **Evaluation Schedule:** Guarantee and Warrantees
- T2.2-04 **Evaluation Schedule:** Quality Management
- T2.2-05 **Evaluation Schedule:** Programme
- T2.2-06 **Evaluation Schedule:** Previous experience
- T2.2-07 **Evaluation Schedule:** Method Statement
- T2.2-08 **Evaluation Schedule:** Management & CV's

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-09 Authority to submit tender
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Availability of equipment and other resources
- T2.2-14 Local Content
- T2.2-15 Site Establishment requirements

#### **Agreement and Commitment by Tenderer:**

- T2.2-16: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFP Declaration Form
- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct



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### **1.3.2 Bonds/Guarantees/Financial/Insurance:**

- T2.2-23 Insurance provided by the Contractor
- T2.2-24 Form of Intent to provide a Performance Guarantee
- T2.2-25 Forecast Rate of Invoicing
- T2.2-26 Three (3) years audited financial statements
- T2.2-27 SBD 1 Form
- T2.2-28 Agreement in terms of Protection of Personal Information Act

## **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**

## T2.2-02: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....  
(Company Name)

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

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

#### Particulars of person(s) attending the meeting:

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

#### Attendance of the above company at the meeting was confirmed:

Name	Signature
.....	.....
<b>For and on Behalf of the Employers Agent.</b>	Date
.....	.....

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PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON  
WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.



<b>Bird Proofing System at TPT Agri-Port and Maydon Wharf Terminal</b>	<b>Compliance to Eligibility Criteria</b>	<b>Tender Schedule: T2.2-02</b>
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Tenderers are to list in this schedule compliance to the Eligibility Criteria for the **Bird Proofing System**. **For Evidence tenderers are to submit proof in the form of valid certificate as issued by the Department of Agriculture, Land Reform and Rural Development to the tenderer's appointed representative.** Proof to be attached as part of this returnable. Failure to comply with eligibility criteria i.e., a **"No" answer or "No" response** will lead to disqualification.

<b>Eligibility Criteria for Bird Proofing System</b>		<b>Comply (Yes/No)</b>	<b>Evidence Provided (Yes/No)</b>
1.	The contractor appointed representative must be registered as a Bird Control Operator/Bird repellent with the <b>Department of Agriculture, Land Reform and Rural Development</b> (Attach valid certificate).		

Signed	Date
Name	Position
Tenderer	

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<b>Bird Proofing System at TPT, Agri-Port and Maydon Wharf Terminal</b>	<b>Guarantees and Warranties</b>	<b>Tender Schedule: T2.2-03</b>
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The extent of guarantees that can be offered by the Tenderer on the corrosion protection and installation of Bird Proofing System will play an important role in the evaluation of the tenders.

- a) The Tenderer is required to indicate on the schedule what guarantee period is offered for the Bird Proofing System, including the installation (workmanship).
- b) A Guarantee period on the bird proofing system of not less than eight years on corrosion protection and lifespan is required.
- c) A Guarantee period on workmanship for the bird proofing system of not less than one year is required.
- d) The Tenderer is required to issue a guarantee/ warrantee from manufacturer.

Item	Guarantee and Warrantee period	Description of Guarantee
Bird Proofing System guarantee		
Workmanship guarantee		

The scoring of the Guarantee and Warrantee will be as follows:

CORE		
	Bird Proofing System guarantee	
	$\frac{Score}{Points = 100} \times Weight$	Weight = 15
Score		
<b>0</b>	No warranty/ guarantee certificate provided. = 0	
<b>20</b>	Warranty certificate provided and signed with a guarantee period less than 4 years warranty on corrosion protection and lifespan is required = 20	
<b>40</b>	Warranty certificate provided and signed with a guarantee period > or equal to 4 but less than 7 years warranty on corrosion protection and lifespan is required = 40	
<b>60</b>	Warranty certificate provided and signed with a guarantee period > or equal to 7 but less than 9 years warranty on corrosion protection and lifespan is required = 60	
<b>80</b>	Warranty certificate provided and signed with a guarantee period > or equal to 9 but less than 10 years warranty on corrosion protection and lifespan is required = 80	
<b>100</b>	Warranty certificate provided and signed with a guarantee period > or equal to = 10 years warranty on corrosion protection and lifespan is required = 100	

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TRANSNET



<b>CORE</b>	
	Workmanship
	$\text{Points} = \frac{\text{Score}}{100} \times \text{Weight}$
	Weight = 5
<b>Score</b>	
<b>0</b>	No warrantee provided or provided warrantee less than 12 months. = 0
<b>100</b>	Warrantee provided with a guarantee period of 12 months or more on workmanship. = 100

Signed	Date
Name	Position
Tenderer	



TRANSNET PORT TERMINAL CONTRACT NUMBER: TPT/2025/07/0009/101653/RFP  
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<b>Bird Proofing System at TPT Agri-Port and Maydon Wharf Terminal</b>	<b>Quality Management</b>	<b>Tender Schedule: T2.2-04</b>
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1. The tenderer is to provide quality management plan and quality control plan based on employers Quality Management System EEAM-Q-009. All metals such as relevant brackets, screws, nuts, clamps, string wire/ cable shall be manufactured using stainless steel and comply to Quality Management System EEAM-Q-009.
2. The Supplier/Contractor shall submit its Quality System documentation to TPT at the time of tender and at Contract Phases as detailed below:
  - Project Quality Plan
  - Quality Policy
  - Programme of internal and external audits

Project Quality Plan which satisfies the technical and quality requirements of the works, identifying all procedures, reviews, audits, controls, and records used to control and verify compliance with the Works Information.

3. The tenderer shall as a minimum submit a valid ISO 9001 certification.
4. The Supplier/Contractor shall have, maintain, and demonstrate its use to TPT, its documented Quality Management System. The Supplier/Contractors Quality Management System should be in accordance with the International Standard ISO 9001.

<b>Attached submissions to this schedule:</b>

TRANSNET PORT TERMINALS  
 TENDER NUMBER: iCLM HQ 745/TPT  
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The scoring will be as follows:

SCORE		
	Project Quality Plan based on EEAM-Q-009 Quality Management System	Valid ISO 9001 Certificate
<b>Weight</b>	<b>15</b>	<b>5</b>
<b>Score</b>	<b>Formulae:</b> $Points = \frac{Score}{100} \times Weight$	
<b>0</b>	No Project Quality Plan submitted.	No ISO 9001 certificate/ certificate has expired
<b>20</b>	PQP submitted excludes any of the listed documentation =20	N/A
<b>40</b>	PQP includes one of the listed documentation = 40	N/A
<b>60</b>	PQP includes two of the listed documentation = 60	N/A
<b>80</b>	PQP includes all of the listed documentation = 80	N/A
<b>100</b>	PQP includes all the required documentation as well as a copy of a recent audit (not older than 2023) completed by an independent quality assurance authority = 100	ISO 9001 certificate submitted and valid.

Signed	Date
Name	Position
Tenderer	



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<b>Bird Proofing System at TPT Agri-Port and Maydon Wharf Terminal</b>	<b>Programme</b>	<b>Tender Schedule: T2.2-05</b>
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The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in **Primavera or Ms. Project**. The Tenderer's attention is drawn to core **clause 31.2 of the NEC3 Engineering and Construction contract** regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum Level 3 showing but not limited to the following:

- Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the Contractor will need access to any part of the Site; submission & approval process and timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable and demonstrate adequate provision for timeframes of inductions, permits and medicals.
- The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date.
- In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Method Statement as contained in **T2.2-07 List of Returnables**. In addition, the programme needs to have a basis of a schedule not limited to assumptions, constraints and approach to providing the Works as detailed in the programme.
- Attachment of electronic copy and hard copy of the programme.



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The scoring of the Programme will be as follows:

<b>CORE</b>					
	Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	Dates when the Contractor will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, inclusive of construction work permit, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking inductions, permits and medicals.	The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Starting Date, Planned Completion, Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.	The Programme shall be aligned to the C3: Works Information and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.	The Programme must clearly support and demonstrate alignment to the method statement as contained in T2.2-07 List of Returnables. In addition, the programme needs to have a basis of a schedule not limited to assumptions, constraints and approach to providing the Works and construction monitoring as detailed in the programme.
<b>Score</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
<b>Total Score</b>	<b>15</b>				
	<u>Score</u> $Points = \frac{Score}{100} \times Weight$				
<b>0</b>	<ul style="list-style-type: none"> <li>The tenderer has submitted no information</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has submitted no information</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has submitted no information</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has submitted no information</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has submitted no information</li> </ul>
<b>20</b>	<ul style="list-style-type: none"> <li>The programme is poor, and it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of Works and does not deal with the critical aspects of the overall programme</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer poorly addressed critical access requirements.</li> <li>The tenderer has not allowed timing for undertaking deliverables as stipulated within the Works Information.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has poorly addressed some but not all date requirements and submission contain critical logic and sequencing errors which renders it unrealistic / unachievable.</li> <li>The tenderer has poorly demonstrated Time Risk Allowance (TRA).</li> </ul>	<ul style="list-style-type: none"> <li>Poor alignment between programme and the Works Information.</li> </ul>	<ul style="list-style-type: none"> <li>Poor alignment between programme and method statement.</li> <li>The Basis of the Schedule document contains poor detail, critical errors and omissions. As such it does not support the programme</li> </ul>



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		<ul style="list-style-type: none"> <li>The tenderer has not allowed approval process and timing for Health &amp; Safety, Environmental and Quality pre-requisites/requirements.</li> <li>The tenderer has not demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals.</li> </ul>			<ul style="list-style-type: none"> <li>model.</li> <li>Poor alignment between Basis of Schedule documentation and the programme model.</li> </ul>
40	<ul style="list-style-type: none"> <li>The programme is generic, not practical, and unrealistic, therefore is unlikely to satisfy project objectives or Employer's requirements. The tenderer has misunderstood certain aspects of the scope of the Works and does not deal with the critical aspects of the project.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed some critical but not all access requirements.</li> <li>The tenderer has made an adequate allowance in timing for undertaking deliverables as stipulated within the Works Information.</li> <li>The tenderer has not made an adequate allowance for the approval process and timing for Health &amp; Safety, Environmental and Quality pre-requisites/requirements.</li> <li>The tenderer has not adequately demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed some but not all date requirements and submission contain critical logic and sequencing errors which renders it unrealistic / unachievable.</li> <li>The tenderer has demonstrated Time Risk Allowance (TRA).</li> </ul>	<ul style="list-style-type: none"> <li>Programme and some Works Information are relatively aligned but the level of decomposition of the programme is not appropriate to support the scope and associated duration estimates for the phase in question and the project overall.</li> </ul>	<ul style="list-style-type: none"> <li>Some critical errors and or omissions in alignment between programme and method statement.</li> <li>The Basis of the Schedule document contains inadequate detail, and critical errors exist. As such the Basis of Schedule does not fully support the programme model.</li> <li>Some critical errors in alignment between Basis of Schedule documentation and the programme model.</li> </ul>
60	<ul style="list-style-type: none"> <li>The programme is project specific, practical, and realistic, therefore is likely to satisfy project objectives or Employer's requirements. The tenderer has understood certain aspects of the scope of</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed all access requirements.</li> <li>The tenderer has made an allowance in timing and scope for undertaking deliverables as stipulated within the Works</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed most date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.</li> <li>The tenderer has demonstrated</li> </ul>	<ul style="list-style-type: none"> <li>Programme and most Works Information are relatively aligned but the level of decomposition of the programme is appropriate to support the scope and associated</li> </ul>	<ul style="list-style-type: none"> <li>No critical errors and or omissions in alignment between programme and method statement.</li> <li>The Basis of Schedule document contains adequate detail, however critical</li> </ul>



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	<p>the Works and is dealing with the critical aspects of the project.</p>	<p>Information and Employer's Scope of Works.</p> <ul style="list-style-type: none"> <li>The tenderer has made an allowance for the approval process, timing and scope for Health &amp; Safety, Environmental and Quality pre-requisites/requirements.</li> <li>The tenderer has not demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals.</li> </ul>	<p>inadequate provision for Time Risk Allowance (TRA) i.e. TRA in inadequate quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</p>	<p>duration estimates for the phase in question and the project overall.</p>	<p>aspects of the programme model are substantiated.</p> <ul style="list-style-type: none"> <li>No errors and or omissions exist in alignment of the Basis of Schedule document and the programme model.</li> </ul>
80	<ul style="list-style-type: none"> <li>The programme addresses certain specific project objectives but does not adequately deal with all the critical characteristics of the project.</li> <li>The programme is complete and decomposed, as demonstrated in the project WBS which fully demonstrates the Provision of the Works and the Scope of Works and is in accordance with the Works Information.</li> <li>The programme is predictive in that it contains minor errors or omissions in critical path.</li> <li>The programme contains minor errors and omissions in logic (i.e., horizontal, and vertical traceability)</li> <li>The programme demonstrates the sequence, methodology and underlying approach to Provision of the Works and the</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed all access requirements.</li> <li>The tenderer has made an allowance in timing and scope for undertaking deliverables as stipulated within the Works Information and Employer's Scope of Works.</li> <li>The tenderer has made an allowance for the approval process, timing and scope for Health &amp; Safety, Environmental and Quality pre-requisite/requirements.</li> <li>The tenderer has demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals i.e., all items considered, and adequate timeframes allowed.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.</li> <li>The tenderer has demonstrated provision for Time Risk Allowance (TRA) i.e. TRA quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty</li> </ul>	<ul style="list-style-type: none"> <li>Programme and all Works Information are aligned and the level of decomposition of the programme is appropriate to support the scope and associated duration estimates for the phase in question and the project overall.</li> </ul>	<ul style="list-style-type: none"> <li>Programme and method statement are aligned, and submission contains no critical errors or omissions.</li> <li>The Basis of the Schedule document contains adequate detail, no critical errors or omissions and as such fully supports the programme model.</li> <li>Basis of Schedule document and programme model are aligned.</li> </ul>



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	<p>Scope of Works, in line with the requirements of the Contract, as such adequately deals with some but not all the critical characteristics of overall project.</p>				
<p><b>100</b></p>	<ul style="list-style-type: none"> <li>The programme adequately addresses specific project objectives and critical aspects.</li> <li>The programme is complete and adequately decomposed, as demonstrated in the project WBS which fully demonstrates the Provision of the Works and the Scope of Works and is in accordance with the Works Information and /or encompasses project scope as detailed but not limited to the Scope of Works.</li> <li>The programme is adequately predictive in that it provides meaningful critical path(s) and forms an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates.</li> <li>The programme contains logic that is horizontally, vertically traceable as supported by realistic duration estimates.</li> <li>The programme adequately demonstrates the sequence, methodology, and underlying approach to Provision of the Works and the Scope of Works, in line with the requirements of the Works information as such adequately deals with the</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has adequately addressed all access requirements.</li> <li>The tenderer has made an adequate allowance in timing and scope for undertaking deliverables as stipulated within the Works Information and Employer's Scope of Works.</li> <li>The tenderer has made an adequate allowance for the approval process, timing and scope for Health &amp; Safety, Environmental and Quality pre-requisite/requirements.</li> <li>The tenderer has adequately demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals i.e., all items considered, and adequate timeframes allowed.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has adequately addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.</li> <li>The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA adequate quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty</li> </ul>	<ul style="list-style-type: none"> <li>Programme and all Works Information are adequately aligned and the level of decomposition of the programme is appropriate to support the scope and associated duration estimates for the phase in question and the project overall.</li> </ul>	<ul style="list-style-type: none"> <li>Programme and method statement are adequately aligned, and submission contains no errors or omissions.</li> <li>The Basis of the Schedule document contains adequate details, no errors or omissions and as such fully supports the programme model.</li> <li>Basis of Schedule document and programme model are adequately aligned.</li> </ul>



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	critical characteristics of overall project. = 100.				
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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Tenderer	



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.



<b>Bird Proofing System at TPT Agri-Port and Maydon Wharf Terminal</b>	<b>Previous Experience</b>	<b>Tender Schedule: T2.2-06</b>
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Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

1. References of past / current comparable projects.
2. Construction of similar works as detailed in the Works Information with reference to:
  - Previous Experience of Bird Proofing System installation conducted by tenderer, or their partner / subcontractor, in the last 7 years. References to provide letter of reference, to be contactable to allow verification of track record provided.
  - Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration, and contract value)
  - Submit a signed reference letter with a customer letter head.



The scoring of the Previous Experience will be as follows:

	<b>SCORE</b>
	1. Reference letters of past / current comparable projects. 2. Construction of similar works as detailed in the Works Information with reference to: <ul style="list-style-type: none"> <li>• Previous Experience of Bird Proofing System installation conducted by tenderer, or their partner / subcontractor, in the last 7 years. References to provide letter of reference, that is contactable to allow verification of track record provided.</li> <li>• Sufficient references to substantiate experience indicated (Client name and contact details, project description, year and duration, and contract value)</li> </ul>
<b>Score</b>	<b>20</b>
	$Points = \frac{Score}{100} \times Weight$
<b>0</b>	No information provided = 0
<b>20</b>	< = 3 reference letters submitted with client names, contact details, project description, duration, and contract value = 20
<b>40</b>	4 Reference letters submitted with client names, contact details, project description, duration, and contract value = 40
<b>60</b>	5 Reference letters submitted with client names, contact details, project description, duration, and contract value = 60
<b>80</b>	6 Reference letters submitted with client names, contact details, project description, duration, and contract value = 80
<b>100</b>	7 or more References submitted with client names, contact details, project description, duration, and contract value = 100



<b>Bird Proofing System at TPT Agri-Port and Maydon Wharf Terminal</b>	<b>Method Statement</b>	<b>Tender Schedule: T2.2-07</b>
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The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project, the following points must be addressed:

- Removal of the existing Bird Proofing System.
- Cleaning and removal of bird droppings and lice.
- Provision for a platform to access the roof trusses/ working at heights.
- Removal of all nests and disinfection of areas.
- Seal off the areas where the birds may find a way to enter or areas that may compromise the effectiveness of the bird proof solution.
- Installation of a suitable solution for bird proofing.
- House Keeping and keeping material safe and secured.
- Phasing out of sections on the sheds.
- Communication (All site requirements to be communicated the Project Manager)

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

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

**Please note: Tenderers are required to provide detailed method statements for the categories as listed above.**



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

<b>CORE</b>	
	<ul style="list-style-type: none"> <li>• Removal of the existing Bird Proofing System.</li> <li>• Cleaning and removal of bird droppings and lice.</li> <li>• Provision for a platform to access the roof trusses/ working at heights.</li> <li>• Removal of all nests and disinfection of areas.</li> <li>• Seal off the areas where the birds may find a way to enter or areas that may compromise the effectiveness of the bird proof solution.</li> <li>• Installation of a suitable solution for bird proofing.</li> <li>• House Keeping and keeping material safe and secured.</li> <li>• Phasing out of sections on the sheds and,</li> <li>• Communication (All site requirements to be communicated the Project Manager)</li> </ul>
<b>Score</b>	<p><b>Formulae</b></p> $Points = \frac{Score}{100} \times Weight$ <p style="text-align: right;">Weight = 10</p>
<b>0</b>	The tenderer has submitted no information = 0
<b>20</b>	The methodology/approach. 3 or less out of the 9 points addressed. = 20
<b>40</b>	The methodology/approach is generic 4 to 5 of the points addressed = 40
<b>60</b>	The methodology/approach is satisfactory with . 6 to 7 of the points addressed = 60
<b>80</b>	The methodology/approach is tailored to address most of the project objectives and methodology 8 of the points addressed = 80
<b>100</b>	The methodology/approach address all specific project objectives and methodology. All of the 9 points addressed.= 100



<b>Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal</b>	<b>Management &amp; CV's of Key Persons</b>	<b>Tender Schedule: T2.2-08</b>
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Tenderers are required to submit comprehensive CV's for their *key persons* as requested below.

1. The experience of assigned *key persons* in relation to the scope of work will be evaluated from three different points of view below:
  - a) General experience (total duration of construction activity) and positions held of each discipline specific team member.
  - b) The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.
  - c) The key staff members' / experts' knowledge must provide his/her experience with respect to the specific aspects of the project (bird proof installation).
2. Comprehensive CV's should be attached to this schedule, as a minimum each CV should address the following, but not limited to;
  - a) Personal particulars
    - Name
    - Date and place of birth
    - Place (s) of tertiary education and dates associated therewith
    - Professional awards
  - b) Attach proof of qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
  - c) Skills
  - d) Name of current employer and position in enterprise
  - e) Overview of postgraduate / diploma experience (year, organization, and position)
  - f) Outline of recent assignments / experience that has a bearing on the scope of work
3. CV's for people proposed for all identified posts including:
  - a) Project Manager**
    - The Project Manager must have a national diploma qualification in Built Environment, national diploma in Project Management and at least 5 years post qualification experience managing construction projects.
  - b) Site Supervisor (building and civil infrastructure)**
    - The General Foreman must have a minimum of NTC 3/Grade 12 with at least 5 years of experience in building services and civil /building construction.
  - c) SHE Officer**



TRANSNET PORT TERMINALS

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SHE Officer must have a minimum and completed SAMTRAC/NEBOSH or MSRM (Modern SHEQ Risk Management Qualification course) in safety management, registered with SACPCMP as CHSO (Construction Health and Safety Officer) and a minimum of 5 years' experience as a safety officer and have a basic environmental management background. Proof of environmental training must be attached to the C.V. and experience in environmental management to be included in the C.V.

4. No sharing of key personnel roles will be permitted in this project.
5. Details of experience for proposed staff working in similar projects in terms of nature, complexity, and value.
6. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
7. Details of experience for proposed staff in respect to NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience is limited, an indication of relevant training that they have attended would be helpful.

The following table is to be populated by the tenderer identifying the resources for the key roles on the project.

Key Person Role	Name of Resource

**Attached submissions to this schedule:**

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

**NB:** Each resource is allocated a total of 5 points.

<b>CORE</b>			
	General experience for the following key staff: <ul style="list-style-type: none"> <li>Project Management</li> <li>Site Supervisory</li> <li>SHE Officer</li> </ul>	Education, training, and skills Adequacy for the following: <ul style="list-style-type: none"> <li>Project Management</li> <li>Site Supervisory</li> <li>SHE Officer</li> </ul>	The key staff members' / experts' knowledge must provide his/her experience with respect to the specific aspects of the project (bird proof installation). <ul style="list-style-type: none"> <li>Project Management</li> <li>Site Supervisory</li> <li>SHE Officer</li> </ul>
<b>Score</b>	<b>1,5</b>	<b>1,5</b>	<b>2</b>
<b>Total Score</b>	<b>15</b>		
	<b>Formulae:</b> $Points = \frac{Score}{100} \times Weight$		
<b>0</b>	No CVs submitted = 0	The Tenderer has submitted no information. = 0	Key staff has no experience of bird proofing. = 0
<b>20</b>	Key staff do not have suitable levels of relevant experience. He/she has less than / equal to 3 years' experience = 20	Key staff does not have construction or project management specific education, skills, and training with no credentials submitted = 20	Key staff has limited knowledge of bird proofing work with less than / equal to 3 years. = 20
<b>40</b>	Key staff has limited recommended levels of relevant experience. He/she has more than 3 to 4 years' experience. = 40	Key staff has limited levels of project specific education, skills, and training: <u>PM</u> – Certificate in Project Management.  <u>Site Supervisor</u> – Certificate in Construction Site supervision.  <u>SHE Officer</u> – Basic HSE certificate = 40	Key staff has a reasonable knowledge of bird proofing work with more than 3 to 4 years. = 40
<b>60</b>	Key staff have acceptable levels of relevant experience. He/she has more than 4 to 5 years' experience. = 60	Key staff has adequate levels of project specific education, skills, and training: <u>PM</u> – Diploma in Project Management  <u>Site Supervisor</u> – NDip / NTC3 Site	Key staff has extensive knowledge of bird proofing work with more than 4 to 5 years = 60



		<p>construction / supervision management</p> <p><u>SHE Officer</u> – Diploma in SHE = 60</p>	
<b>80</b>	<p>Key staff have acceptable levels of relevant experience. He/she has more than 5 to 6 years' experience. = 80</p>	<p>Key staff has extensive levels of project specific education, skills, and training:</p> <p><u>PM</u> – PMP / SACPCMP registration</p> <p><u>Site Supervisor</u> – NDip / NTC 3 (Engineering / Built Environment), worked as site supervisor / construction manager</p> <p><u>SHE Officer</u> – SAMTRAC / SACPCMP registered = 80</p>	<p>Key staff has outstanding knowledge of bird proofing work with more than 5 to 6 years = 80</p>
<b>100</b>	<p>Key staff have acceptable levels of relevant experience and qualifications with more than 6 years' experience. = 100</p>	<p>Key staff has outstanding levels of project specific education, skills, and training:</p> <p><u>PM</u> – PMP / SACPCMP registration and Degree in Engineering / Built Environment</p> <p><u>Site Supervisor</u> – Diploma / Degree in Engineering and Registered with SACPCMP as Construction Manager</p> <p><u>SHE Officer</u> – SAMTRACT and registered with SACPCMP = 100</p>	<p>Key staff has exceptional experience of bird proofing work with more than 6 years = 100</p>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

## T2.2-09: 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



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**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

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### T2.2-10: 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		

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## **T2.2-11 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:

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**ANNEXURE B**

**SBD 6.2**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. In terms of Regulation 16(2) of the Preferential Procurement Regulations, any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the Regulations.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

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

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

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

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Steel Products and Components for Construction (Bolts &amp; Nuts)</b>	<b>100%</b>

4. Does any portion of the services, works or goods offer have any imported content?  
(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. TENDER NUMBER: TPT/2025/07/0009/101653/RFP**

**ISSUED BY:** TRANSNET PORT TERMINALS

NB

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

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

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ANNEXURE C

ICLM HQ 968/TPT FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

### Local Content Declaration - Summary Schedule

(C1) Tender No.  
 (C2) Tender description:  
 (C3) Designated product(s)  
 (C4) Tender Authority:  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate:  
 (C7) Specified local content %

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: \_\_\_\_\_

(C20) Total tender value R			
(C21) Total Exempt imported content	R		
(C22) Total Tender value net of exempt imported content	R		
(C23) Total Imported content	R		
(C24) Total local content	R		
(C25) Average local content % of tender			



## ANNEXURE E

ICLM HQ 968/TPT FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

**(E13) Total local content** R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

\_\_\_\_\_

Date: \_\_\_\_\_



## T2.2-16: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

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 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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

1.3 Preference points for this bid shall be awarded for:

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

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

<b>Preference Point System 80/20</b>		
<b>Specific Goal</b>	<b>Number of Points</b>	<b>Price</b>
B-BBEE Level 1 OR 2	5	
Black Owned EMEs or QSEs (51% BO)	5	
Local Content and Production	10	
<b>Total</b>	<b>20</b>	<b>80</b>

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 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

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:

Preference Point System 80/20	
Specific Goal	Number of Points
B-BBEE Level 1 OR 2	5
Black Owned EMEs or QSEs (51% BO)	5
Local Content and Production	10
<b>Total</b>	<b>20</b>

- 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
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	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

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



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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**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.



TRANSNET PORT TERMINALS

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**(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:.....



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

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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: .....



## 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 interest<sup>2</sup> 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.

2.2

Full Name	Identity Number	Name of State institution

Do you, or any person

---

<sup>2</sup> 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.



DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

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**

2.3.1 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 consortium<sup>3</sup> 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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

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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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0024/95436/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

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## **T2.2-17 NON-DISCLOSURE AGREEMENT**

**[2025]**



**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.



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0024/95436/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

- 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	



**T2.2-18: 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

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Indicate nature of relationship with Transnet:

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*[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 T2.2-21 "Service Provider Integrity Pact".



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

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](http://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](mailto: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.



## T2.2-19: 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

## T2.2-20 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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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:



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

- 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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

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## **T2.2-21 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
  - Principle 4: the elimination of all forms of forced and compulsory labour;
  - Principle 5: the effective abolition of child labour; and
  - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
  - Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### 4 INDEPENDENT TENDERING

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

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

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

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

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst

others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## 6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future

business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National

Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

## 7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## 8 SANCTIONS FOR VIOLATIONS

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

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

## 9 CONFLICTS OF INTEREST

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

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

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

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

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

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

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

## 10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on

which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## 11 GENERAL

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

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

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TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

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 .....

## T2.2-22 : 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:



## TRANSNET PORT TERMINALS

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- 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.



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

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***Conflicts of Interest***

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

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

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

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

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

## T2.2-23: Insurance provided by the *Contractor*

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

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

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			



## T2.2-24: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor  
(Bank/Insurer)

.....

Address

.....

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

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of tenderer)

.....

.....

Date

.....

### Confirmed by Guarantor's Authorised Representative

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor  
(Bank/insurer)

.....

Date

.....

TRANSNET PORT TERMINALS

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### **T2.2-25: Forecast Rate of Invoicing**

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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TRANSNET PORT TERMINALS

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## **T2.2-26: 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:

.....

.....

.....

.....

.....

.....

.....

.....

**T2.2-27: SBD1 Form****SBD1 FORM****PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR THE BELOW REQUIREMENTS:**

BID NUMBER:	TPT/2025/07/0009/101653/RFP	CLOSING DATE:	13 August 2025	CLOSING TIME:	12:00pm
DESCRIPTION	For design, supply, delivery, installation, and commissioning of bird proofing system for Transnet SOC Ltd (reg.no 1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Durban Agri-Port and Maydon Wharf Terminal for a period of fifteen (15) months.				

**BID RESPONSE DOCUMENTS MAY BE SUBMITTED ON THE TRANSNET E-TENDER SUBMISSION PORTAL****Transnet e-Tender Submission Portal can be accessed as follows:**

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Submit bid documents by uploading them into the system against the tender selected.

**PRIOR THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:****AFTER THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	<b>Qinisile Khuzwayo</b>	CONTACT PERSON	<b>Nonduduzo Mahlaba</b>
TELEPHONE NUMBER	<b>031 361 3752</b>	TELEPHONE NUMBER	
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS	<a href="mailto:qinisile.khuzwayo@transnet.net">qinisile.khuzwayo@transnet.net</a>	E-MAIL ADDRESS	<a href="mailto:nonduduzo.mahlaba@transnet.net">nonduduzo.mahlaba@transnet.net</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			



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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.**



**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....



## **T2.2-28 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 (.....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



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/07/0009/101653/RFP

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, AND

COMMISSIONING OF BIRD PROOFING SYSTEM FOR TRANSNET SOC LTD (REG.NO

1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS

"TPT") AT THE PORT OF DURBAN AGRI-PORT AND MAYDON WHARF TERMINAL FOR A PERIOD OF TWELVE (12) MONTHS.

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 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:**

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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 \_\_\_\_\_ 2025

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

.....

(Operator)

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

**AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_