

NEC3 Professional Services Contract

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

Pending

Tender Number CPT 1216357.001

Description The design of a moisture addition system for the conveyors at the Iron Ore Terminal, Saldanha Bay

CONTRACT DOCUMENTS

Form of Offer and Acceptance

Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Consultant*

Conditions of Contract (3rd Edition – available separately)

Pricing Data

Scope of Services

PREVIEW TEXT

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T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for **THE DESIGN OF A MOISTURE ADDITION SYSTEM FOR THE CONVEYORS AT THE IRON ORE TERMINAL, SALDANHA**

Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.

Preferences are offered to tenderers who have a valid SANAS and IRBA accredited BBBEE Certificate.

The physical address for collection of tender documents is Transnet Freight Rail, Bellville Square, off Robert Sobukwe Road, behind Transnet Park, Bellville South.

Documents may be collected during working hours between 08:00 – 16:00 **from Monday, 13 June 2016 up to and including Friday, 17 June 2016.**

Queries relating to the issue of these documents may be addressed to

Mr/Ms	Estelle van Wyk
Tel No	(021) 940 1901
Fax No.	021 940 1940
Vax No.	086 646 4092
Email	estelle.vanwyk@transnet.net

A compulsory clarification meeting with representatives of the Employer will take place on **Monday, 20 June 2016** at 12:00hrs. Tenderers are to meet at the entrance to the Saldanha harbour. For directions please contact Darren Cupido on cell no. 083 852 0709. Tenderers to bring own PPE (personal protective equipment) and I.D. document.

The closing time for receipt of tenders is **10:00hrs** on **Tuesday, 28 June 2016**. Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Transnet fully subscribes to Government's New Growth Path objectives and Supplier Development commitments by Respondents will consequently feature prominently in the evaluation and award of this business.

Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or Transnet@tip-offs.com

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

- Step 1: Access the CSD site on <https://secure.csd.gov.za/>
Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>
Step 3: Receive an activation email and click activate account
Step 4: Activate account by requesting and entering the OTP
Step 5: Log in the CSD
Step 6: Complete supplier identification information
Step 7: Complete contact information
Step 8: Complete address information
Step 9: Complete bank account information
Step 10: Complete tax information
Step 11: Complete directors/members information (if non-CIPC company)
Step 12: Complete associations (if relevant)
Step 13: Complete commodities information
Step 14: Complete B-BBEE information (future phase)
Step 15: Maintain users
Step 16: Complete notification information
Step 17: Complete accreditations
Step 18: Click on submit
Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation

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

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

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

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

PREVIEW TEXT

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

AND INTENTION TO TENDER

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail RME

Project No.: 1216357

Fax No. 086 646 4092

RFQ No.: CPT 1216357.001

Attention: Estelle van Wyk

Closing Date: **Tuesday, 28 June 2016**

**THE DESIGN OF A MOISTURE ADDITION SYSTEM FOR THE CONVEYORS AT THE IRON ORE
TERMINAL, SALDANHA**

We: Do wish to tender for the work and shall return our tender by the due
date above

Check

Yes ☐

Do not wish to tender on this occasion and herewith return all your
documents received

No ☐

REASON FOR NOT TENDERING:

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

SIGNATURE : _____

TITLE: _____

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010), Board Notice 86 of 2010. (See www.cidb.org.za)

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

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

Clause	Data
F.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
F.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule
Part C3: Scope of work	C3 Service Information
Part C4: Site Information	C4.1 Site Information
F.1.4 The Employer's agent is:	Transnet Freight Rail
Name:	Estelle van Wyk
Address:	Bellville Square, off Robert Sobukwe Road, behind Transnet Park, Bellville South
Tel No.	(021) 940 1901
Fax No.	086 646 4092
E – mail	estelle.vanwyk@transnet.net
F1.6 The competitive negotiation procedure may be applied.	

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

1. Tenderers will only be accepted if:

- Technical Compliance sheet has been completed, signed and stamped.
- Consultant to be ECSA registered, proof thereof to be submitted
- Form of Offer
- Activity Schedule

2. Pre-Qualifying Quality (Functionality) Criteria

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

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

Quality criteria	Sub-Weight	Maximum number of points
T2.2-2: Program - User requirements - Research and development - Drawings and draughting - Handover and sign off	30	30
T2.2-7 Management and CV's of Key People Tenderer to indicate level of general experience and qualifications of key staff within the organization (CV's of all staff to be provided and professional registration where relevant).	30	30
T2.2-25 Previous experience Project relevant experience of designing moisture addition systems - List, brief description of projects involved with and value for the past 5 years Tenderer to provide a reference list on all projects cited as past experience, including current projects if any	40	40
Maximum possible score for quality (W_Q)		100

Quality shall be scored by not less than three evaluators and averaged in accordance with the schedules below. Failure to submit these schedules will result in a tenderer scoring zero:

- T2.2-2 Programme
- T2.2-7 Management and CV's of Key People
- T2.2-25 Previous Experience

The minimum number of evaluation points for quality is : 60

Each evaluation criteria will be assessed in terms of Five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #9)

Note: Any tender not complying with the above mentioned stipulation, numbered 1 and 2 will be regarded as non-responsive and will therefore not be considered for further evaluation

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

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original.

F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that
F2.15.1 are to be shown on each tender offer package are:

Location of tender box **ON THE GROUND FLOOR BEHIND RECEPTION**

Physical address: **6TH FLOOR TRANSNET PARK
ROBERT SOBUKWE ROAD
BELLVILLE**

Identification details: The tender documents must be submitted in a sealed envelope labelled with:

- CPT 1216357.001
- The Tender Description: The design of a moisture addition system for the conveyors at the Iron Ore Terminal, Saldanha

Documents must be marked for the attention of: **THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL**

Prior arrangement on the submittal of large tender documents should be made with Contract Specialist.

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

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is Ninety (90) Business Days from Closing Date

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

1. **Certified copy** of a **valid** Tax Clearance Certificate issued by the South African Revenue Services;

2. A certified copy of a valid SANAS B-BBEE accreditation certificate or IRBA B-BBEE accreditation certificate,

3. All Returnable Documents listed in Section T2.1.

F.3.4 The time and location for opening of the tender offers are:
Time 10:00 on **Tuesday, 28 June 2016**
Location: Ground Floor behind reception, Transnet Park, Robert Sobukwe Road, Bellville

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.

The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is:

80 where the financial value inclusive of VAT of one or more responsive tenders received have a value less than R 1,000 000.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Should the BBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.

Note: In the event that, in the application of the 80/20 preference point system as stipulated, **all** tenders received are equal to, or higher than R1 000 000, the tender invitation must be cancelled

F.3.13 Tender offers will only be accepted if:

- a) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- b) the tenderer does not appear on Transnet list for restricted tenderers.
- c) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- d) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- e) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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

T1.3 CIDB Standard Conditions of Tender

July 2015 Edition



As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

- F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
 - b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
 - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
 - f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

- F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-
- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
 - (b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and data to be completed in all respects**
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

***Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

F.2.18 Provide other material

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

- F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- d) Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2. The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- d) Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price.
- 2) Score points for BBBEE contribution.
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the BBBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score price of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for price.
W1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1a	Option 2 a
1	Highest price or discount	$A = (1 + (\frac{P - P_m}{P_m}))$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (\frac{P - P_m}{P_m}))$	$A = P_m / P$
^a <i>P_m</i> is the comparative offer of the most favourable comparative offer. <i>P</i> is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula::

$$N_Q = W_2 \times S_Q / M_S$$

where: *S_Q is the score for quality allocated to the submission under consideration;*
M_S is the maximum possible score for quality in respect of a submission; and
W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data;

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

Procurement planning process

- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

PREVIEW TEXT

T2.1 List of Returnable Documents

1. These schedules are required for eligibility purposes:

Technical Compliance Sheet has been completed, signed and stamped
Consultant to be ECSA registered, proof thereof to be submitted

C1.1 Form of Offer

C2.2 Activity Schedule

2. These schedules will be utilised for the evaluation of Functionality Criteria

T2.2-2 Programme

T2.2-7 Management and CV's of key persons

T2.2-25 Previous experience

3. Returnable Schedules

T2.2-1 Changes to tender documents

T2.2-3 Risk Elements

T2.2-8 Schedule of proposed Subcontractors/consultants

T2.2-9 Insurance provided by the Contractor

T2.2-14 Authority to submit tender

T2.2-15 Certificate of attendance at tender clarification meeting

T2.2-16 Record of addenda to tender documents

T2.2-17 Compulsory Enterprise Questionnaire

T2.2-27 Broad-Based Black Economic Empowerment and Socio-Economic Obligations

T2.2-31 Supplier Integrity Pact

T2.2-33 Mutual Non-Disclosure Agreement

T2.2-34 Supplier Declaration Form

T2.2-36 RFQ Declaration Form

T2.2-43 RFQ – Breach of Law

T2.2-50 B-BBEE Preference Points Claim Form

T2.2-51 Certificate of Acquaintance with Tender Documents

3. **C1.1: Offer portion of Form of Offer & Acceptance**
4. **C1.2: Contract Data Part 2: Data by *Contractor***
5. **C2.2: Activity Schedule**

PREVIEW TEXT

T2.2 Returnable Schedules

T2.2-1	Changes to tender documents
T2.2-2	Program
T2.2-3	Risk Elements
T2.2-7	Management and CV's of Key People
T2.2-8	Schedule of proposed Subcontractors/consultants
T2.2-9	Insurance provided by the Contractor
T2.2-14	Authority to submit tender
T2.2-15	Certificate of attendance at tender clarification meeting
T2.2-16	Record of addenda to tender documents
T2.2-17	Compulsory Enterprise Questionnaire
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment and Socio-Economic Obligations
T2.2-31	Supplier Integrity Pact
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-34	Supplier Declaration Form
T2.2-36	RFQ Declaration Form
T2.2-43	RFQ – Breach of Law
T2.2-50	B-BBEE Preference Points Claim Form
T2.2-51	Certificate of Acquaintance with Tender Documents
Technical Compliance Sheet	

T2.2-1: Changes to Tender Document

Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.

Do not return this schedule if no alternative tender is submitted.

The Conditions of Tender state that the tenderer may:

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed

Date

Name

Position

Tenderer

T2.2-2: Programme - Pre – Qualifying Quality (Functionality) Criteria

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. If the Tenderer is awarded the contract this document will become the Accepted Programme, subject to Clarifications issued by the Employer.

Please provide your proposed programme, inclusive but not limited to the following:

- User requirements
- Research and development
- Drawings and draughting
- Handover and sign off

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer

	Programme
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	The programme is poor and is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The programme is generic and not tailored to address specific project objectives. The programme does not adequately deal with the critical characteristics of the project.
Good (score 90)	The programme addresses the specific project objectives and is sufficiently flexible to accommodate changes that may occur during execution.
Very Good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.

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

T2.2-7: Management & CV's of Key Persons – PSC¹ - Pre-Qualifying Quality (Functionality) Criteria

Please describe the management arrangements for the *works*.

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

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two)
2. CV's for people proposed for all identified posts.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
 - Working with the NEC3 Professional Service Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. 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.

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Tenderers general experience and qualifications of key staff.

	Management & CV's of Key Persons
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Director/member/key staff have limited levels of general experience (typically less than 5 years post graduate working experience), and no recognised qualifications.
Satisfactory (score 70)	Director/member/key staff have reasonable levels of experience (typically 5 - 7 years post graduate working experience), and one or two key staff with recognised qualifications.
Good (score 90)	Director/member/key staff have extensive levels of general experience (typically 7-10 years post graduate working experience), and more than two key staff with recognised qualifications.
Very Good (score 100)	Director/member/key staff have outstanding levels of general experience (typically + 10 years post graduate working experience), and a number of key staff or Directors with recognised qualifications.

¹NEC3 Professional Service Contract (with amendments June 2006 and April 2013)

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

PREVIEW TEXT

T2.2-8: Schedule of Proposed Sub Consultants

We notify you that it is our intention to employ the following subcontractors / sub consultants for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor/ Consultant	Nature and extent of work	Previous experience with Subcontractor/ Consultant.	B-BBEEE Level Certificates to be attached	Value of subcontracted Work (excl. 14% Vat)	% Ownership Black Ownership
1.						
2.						
3.						
4.						
5.						
6.						

Signed

Date

Name

Position

Tenderer

T2.2-9: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006) requires that the *Consultant* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

NB: Submit proof of Professional Liability

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

Signed

Date

Name

Position

Tenderer

T2.2-14: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

PREVIEW TEXT

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

_____.

Signed

Date

Name

Position

Sole Proprietor

PREVIEW TEXT

T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

_____ (Tenderer)
of _____ (address)

was represented by the person(s) named below at the compulsory tender clarification meeting

Held at:	Tenderers to meet at the entrance to the Saldanha Harbour.	
On (date)	20 June 2016	Starting time: 12:00

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's* Representative to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

Particulars of person(s) attending the meeting:

Name	_____	Signature	_____
Capacity	_____		
Name	_____	Signature	_____
Capacity	_____		

Attendance of the above persons at the meeting was confirmed by the procuring organisation's representative as follows:

Name	_____	Signature	_____
Capacity	_____	Date & time	_____

T2.2-16: Record of Addenda to Tender Documents

We confirm 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 tender offer:

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

Attach additional pages if more space is required.

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2-17: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner 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: 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 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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 _____

T2.2-25: Previous Experience – Pre Qualifying Quality (Functionality)

Criteria

Note to tenderers:

Tenderers are required to demonstrate their Project relevant experience of designing moisture addition systems, list brief description, Contact Person and value of projects undertaken over the past 5 years relating to services indicated in the tender enquiry.

Tenderers to provide reference list on all projects cited as past experience, including current projects.

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer

	Previous Experience
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Tenderer's experience in similar scope of services limited
Satisfactory (score 70)	Tenderer's experience reasonable – has successfully executed most of the services defined in the scope at least once.
Good (score 90)	Tenderer's experience extensive – has successfully executed most services defined in the scope several times.
Very Good (score 100)	Tenderer has outstanding experience - executed all services within scope of services, with a broad client base which includes services provided to Transnet

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

T2.2-27 BBBEE AND SOCIO ECONOMIC OBLIGATIONS

1 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Tenderers are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

Tenderers are required to complete Returnable Schedule T2.2-50 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Tenderers are required to at all times comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit a valid and original (or certified copy) as proof of the Tenderer's compliance with the B-BBEE requirements stipulated in Section 8 of this TENDER (the B-BBEE Preference Points Claim Form) at the Closing Date of this TENDER, will result in a score of zero being allocated for B-BBEE.

The Table below indicates the various options available to Large Enterprises, QSEs and EMEs to verify their B-BBEE status.

Enterprise	Certificate
Large	Certificate issued by SANAS accredited verification agency Certificate issued by an IRBA approved auditor
QSE	Certificate issued by SANAS accredited verification agency Certificate issued by an IRBA approved auditor Sworn Affidavit (only black-owned EMEs - 51% to 100% Black owned)
EME	Certificate issued by SANAS accredited verification agency Certificate issued by an IRBA approved auditor Sworn Affidavit Certificate issued by CIPC (formerly CIPRO Auditor or Accounting Officer (only in terms of 2007 Codes)

1.1 **B-BBEE Joint Ventures or Consortiums**

Tenderers who would wish to respond to this TENDER as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their TENDER submission. Such Tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this TENDER process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Tenderers are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Returnable Schedule T2.2-50 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this TENDER will result in a score of zero being allocated for B-BBEE.

1.2 **Subcontracting**

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Tenderers are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Tenderer will not be awarded points for B-BBEE if it is indicated in its Tender Offer that such Tenderer intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Tenderer qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

In terms of Returnable Schedule T2.2-50 of this TENDER [the B-BBEE Preference Point Claim Form] Tenderers are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

Turnover:

Kindly indicate your company's annual turnover for the past year

ZAR.....

Signed

Date

Name

Position

Tenderer

PREVIEW TEXT



T2.2-31 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFX 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 as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREVIEW TEXT

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 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 with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers 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 Tenderer 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.
- 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 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.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
 - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
 - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
 - d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
 - f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
 - g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 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 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 or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of 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.

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 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 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 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

- 6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 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.
- 6.6 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.
- 6.7 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 Form contained in the applicable RFX 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; 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 MONITORING

- 10.1 Transnet will be responsible for appointing an independent Monitor to:
- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
 - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
 - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.
- 10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

12 DISPUTE RESOLUTION

- 12.1 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.

13 GENERAL

- 13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 13.2 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.

- 13.3 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.
- 13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 13.5 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 tender by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

oooOOooo

PREVIEW TEXT

T2.2-33: Mutual Non-Disclosure Agreement

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

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

Transnet SOC Ltd (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

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

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of **THE DESIGN OF A MOISTURE ADDITION SYSTEM FOR THE CONVEYORS AT THE IRON ORE TERMINAL, SALDANHA** (the Purpose"). Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

"**Confidential Information**" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;
- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

- 4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- 5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

11. Term

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

14. Disputes

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

Name

Position

Tenderer



SUPPLIER DECLARATION FORM

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

NB: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable, as EMEs and QSEs are only expected to supply an affidavit as per Appendix III and IV), as well as all affidavits, annually. Failure to do so may result in the supplier's account being temporarily suspended.

SUPPLIER DECLARATION FORM

NB: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name?

Yes

No

If **YES** state the previous details below:

Trading Name

Registered Name

Company Registration No Or ID No If a Sole Proprietor

Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status

VAT Registration Number

If **Exempted from VAT registration**, state reason and submit proof from SARS in confirming the exemption status

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

Document Name: Supplier Declaration Form

Revision: Version 7.3

Date: 4 April 2016



Is your company a Labour Broker?				Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.							
How many personnel does the business employ?				Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.							
Most recent Financial Year's Annual Turnover		<R10Million		>R10Million <R50Million		>R50Million	
Does your company have a valid BBBEE certificate?				Yes		No	
What is your broad based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of BBBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability.							
By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct							
Name				Designation			
Signature				Date			
Stamp And Signature Of Commissioner Of Oaths							
Name				Date			
Signature				Telephone No			


Internal Transnet Departmental Questionnaire (For Office Use Only)

Company Trading Name	
Company Registered Name	

Operating Division

TFR	TFR RME	TE	TPT	TPL	TNPA	TRN PROP	TRN TCC	TRN FOUN	TRN TCP
Create		Amend		Block		Unblock			
Extend		Delete		Undelete		Once-Off / Emergency			

Please indicate whether the Supplier has a contract with sourcing Transnet OD	Yes	No
If yes, please submit a copy of the adjudication document / signed-off comparative schedule		

Transnet B-BBEE Department Contact Person	Signature
Contact number	Email

THE FOLLOWING IS TO BE COMPLETED BY THE TRANSNET REQUESTING/SOURCING DEPARTMENT. THE FULL SET OF VENDOR RELATED DOCUMENTS MUST THEN BE FORWARDED TO THE APPROPRIATE VENDOR APPROVAL OFFICIAL FOR APPROVAL

What is being procured from the supplier?			
i. Products Only	Yes	No	
ii. Services Only	Yes	No	
iii. Labour Only	Yes	No	
iv. Mix of Products and Services	Yes	No	
v. Mix of Services and Labour	Yes	No	

If your answer is **YES** to any of the questions ii to v above and the applicant supplier has not submitted a sworn affidavit as per Appendix II, the matter should be further investigated in terms of the Tax Withholding Procedures. Where necessary you may approach your Operating Division's Procurement Department for guidance in this regard. Details of the appropriate Transnet decision-making body such as a Cross Functional Sourcing Team, should be indicated below. **A copy of the signed-off document by the mentioned decision-making body should also be attached.**

Type	Deduct Tax		If Tax should be deducted (Indicate % to be deducted)	Department Responsible for Payment (PROCUREMENT OR *PAYROLL)
Service Provider	Yes	No		
Labour broker without IRP30 exemption certificate	Yes	No		
Labour broker with IRP30 exemption certificate	Yes	No		
Personal Service Provider	Yes	No		
Independent Contractor	Yes	No		
None of the above apply, state reason				
If PAYE is to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared to comply with Transnet's PAYE conditions. (Please attached a copy of the written communication)				
If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.				

CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/VENDOR DETAILS UPDATE BY TRANSNET OFFICIAL WITH APPROPRIATE DELEGATED AUTHORITY.

I hereby certify that the Transnet Procurement Procedure Manual (PPM) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed vendor creation/vendor details update.

Vendor Approval Official's Details													
Name					Designation								
Tel No					Fax No								
e-Mail													
Signature					Date	Y	Y	Y	Y	M	M	D	D

PREVIEW TEST

Example of an Affidavit or Solemn Declaration as to VAT registration status**Affidavit or Solemn Declaration**

I, _____ solemnly swear/declare that _____
_____ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1 million threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that _____
_____ employs three or more full time employees, which employees are
engaged in the business of rendering the services of the organisation and are not connected
persons as defined in the Income Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

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

100% black owned	Level One (135% B-BBEE procurement recognition) More than 51% black	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition) Less than 51% black	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the dti Codes of Good Practice. (Tick appropriate box in table below).

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

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

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Sole Proprietor	No company registration number is required for a sole proprietor. Trade Name Certificate – Filled in the city province where the business is located (Non-Mandatory)	Clear certified copy of South African Identity document	Current original certified letter from Bank with Bank stamp and / or original cancelled cheque	A valid original SARS Tax Certificate (Personal) No business rule applicable	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve-month period to register for VAT As from 1 st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.	N/A Trade Name Certificate – Filled in the city province where the business is located (Non-Mandatory)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. OR Sworn Affidavit for EME or QSE classifications.	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

Current original certified letter from Bank with Bank stamp and / or original cancelled cheque	A valid original SARS Tax Certificate (Personal) No business rule applicable	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT As from 1 st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to	N/A Trade Name Certificate – Filled in the city province where the business is located (Non-Mandatory)	Letterhead confirming physical and postal addresses
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Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Close Corporation – CC CC = /23	<p>Before 1 May 2011</p> <p>CK 1 (Close Corporations, Founding Statement)</p> <p>CK 2 (Founding Statement)</p> <p>and,</p> <p>if a CK2 (Amended Founding Statement) has been registered, the last CK2 (Amended Founding Statement)</p> <p>As from 1 May 2011</p> <ul style="list-style-type: none">No new close corporations will be registered.No company conversions to close corporations will be registered.Any future changes to a close corporation would still have to be made in terms of the CC Act for CC amendments (CK2/CK2A)	<p>Clear certified copy of Member/s Identity document/s</p> <p>Before 1 May 2011</p> <p>CK 1 (Close Corporations, Founding Statement) and,</p> <p>if a CK2 (Amended Founding Statement) has been registered, the last CK2 (Amended Founding Statement)</p> <p>As from 1 May 2011</p> <ul style="list-style-type: none">No new close corporations will be registered.No company conversions to close corporations	<p>Current original certified letter from Bank with Bank stamp and / or original cancelled cheque</p>	<p>A valid original SARS Tax clearance certificate</p> <p>Labour Broker IRP30 (Labour Broker Exemption Certificate)</p> <p>An exemption certificate is only valid from the date of issue (date of receipt of application or date when all requirements have been met) until the end of the tax year.</p>	<p>If registered for VAT – VAT certificate.</p> <p>Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT.</p> <p>As from 1st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.</p>	<p>Before 1 May 2011</p> <p>CK2 (Amended Founding Statement)</p> <p>After 1 May 2011</p> <p>Any future changes to a CC would still have to be made in terms of the CC Act</p> <p>1. CC amendments (CK2/CK2A)</p> <p>2. Letter for accounting officer resignations</p> <p>3. Liabilities exceed assets letters</p> <p>4. Annual returns</p> <p>Voluntarily</p> <p>CoR 18.1 (Notice of Conversion of a close corporation)</p>	<p>Letterhead confirming physical and postal addresses</p>	<p>Letterhead confirming telephone, fax and e-mail</p>	<p>An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy.</p> <p>OR</p> <p>A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership.</p> <p>OR</p> <p>Sworn Affidavit for EME or QSE classifications.</p>	<p>If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET)</p> <p>If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).</p>

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
		will be registered. <ul style="list-style-type: none">Any future changes to a close corporation would still have to be made in terms of the CC Act for CC amendments (CK2/CK2A)				and, CoR 18.3 (Registration Certificate)				

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Partnership	Duly signed partnership agreement which is still in full force and effect.	Letter stating Partners with ID numbers. Clear certified copy of Partner's Identity Documents Duly signed partnership agreement which is still in full force and effect.	Current original certified letter from Bank with Bank stamp and / or original cancelled cheque	A valid original SARS Tax Clearance certificate of each Partner Labour Broker IRP30 (Labour Broker Exemption Certificate) An exemption certificate is only valid from the date of issue (date of receipt of application or date when all requirements have been met) until the end of the tax year.	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT. As from 1 st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.	Refer to the entity type entering into the Partnership for requirements.	Letterhead /s confirming physical and postal addresses	Letterhead /s confirming telephone, fax and e-mail	An original valid B-BBEE certificate/s issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. OR Sworn Affidavit for EME or QSE classifications.	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Public Companies – LTD Ltd = /05	Before 1 May 2011 CM1 – (Incorporation of a Company) - Mandatory CM9 – (Change of Name of Company) CM22 – (Notice of Registered Office & Postal Address of Company) After 1 May 2011 CoR 14.3 -(Company Registration Certificate) - Mandatory CoR 21.1 – (Notice of Change of Registered Office)	Clear certified copy of Identity Document/s of Directors Before 1 May 2011 CM29 – (Contents of Register of Directors, Auditors and Officers) - Mandatory After 1 May 2011 CoR 15.1 - (Memorandum of Incorporation - MOI) - Mandatory CoR 39 -(Notice of Change of Directors)	Current original certified letter from Bank with stamp and / or original cancelled cheque	A valid original SARS Tax Clearance certificate Labour Broker IRP30 (Labour Exemption Certificate) An exemption certificate is only valid from the date of issue (date of receipt of application or date when all requirements have been met) until the end of the tax year.	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT	Before 1 May 2011 CM9 – (Change of Name of Company) After 1 May 2011 CoR 15.2 – (Change of Name of Company)	Letterhead confirming physical and postal addresses CoR 21.1 - (Notice of Change Registered Office)	Letterhead confirming telephone, fax and e-mail	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. OR Sworn Affidavit for EME or QSE classifications.	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Private Companies – (PTY) LTD (Pty) Ltd = /07	Before 1 May 2011 CM1 – (Incorporation of a Company) CM9 – (Change of Name of Company) CM22 – (Notice of Registered Office & Postal Address of Company)	Clear certified copy of Identity Document/s of Directors Before 1 May 2011 CM29 – (Contents of Register of Directors, Auditors and Officers)	Current original certified letter from Bank with stamp and / or original cancelled cheque	A valid original SARS Tax Clearance certificate Labour Broker IRP30 (Labour Broker Exemption Certificate) An exemption certificate is only valid from the date of issue (date of receipt of application or date when all requirements have been met) until the end of the tax year.	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT. As from 1 st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.	Before 1 May 2011 CM9 – (Change of Name of Company) After 1 May 2011 CoR 15.2 – (Change of Name of Company)	Letterhead confirming physical and postal addresses CoR 21.1 - (Notice of Change Registered Office)	Letterhead confirming telephone, fax and e-mail	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. OR Sworn Affidavit for EME or QSE classifications.	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).
	CoR 14.3 – (Company Registration Certificate) - Mandatory CoR 21.1 - (Notice of Change Registered Office)	(Memorandum of Incorporation - MOI) CoR 39 – (Contents of Register of Directors, Auditors and Officers)								

(Note: All dates in this table refer to date of registration of the entity)

Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Business Trust	Deed of Trust – Trust agreement	Clear certified copy of identity document/s of Founders, Beneficiaries and Trustees Trust Deed, Power of Attorney	Current original certified letter from Bank with Bank stamp and / or original cancelled cheque	A valid original SARS Tax clearance certificate	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT. As from 1st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. OR Sworn Affidavit for EME or QSE classifications.	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Non Profit Companies(NPC) NPC #/08	Before 1 May 2011 CM3 - (Incorporation Certificate Section) CM4 - (Memorandum of Association –MOI) CM22 – (Notice of Registered Office & Postal Address of Company) After 1 May 2011 CoR 14.3 - (Company Registration Certificate) - Mandatory	Clear certified copy of Members/Directors Identity Document/s Before 1 May 2011 CM29 – (Contents of Register of Directors, Auditors and Officers) After 1 May 2011 CoR 15.1C,D,E - (Incorporation Certificate Section) - Mandatory CoR 39 – (Contents of Register of Directors, Auditors and Officers)	Current original certified letter from Bank with stamp and / or original cancelled cheque	A valid original SARS Tax Clearance certificate	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT. As from 1 st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.	Before 1 May 2011 CM9 – (Change of Name of Company) After 1 May 2011 CoR 15.2 – (Change of Name of Company)	Letterhead confirming physical and postal addresses CoR 21.1 – (Notice of Change of Registered Office)	Letterhead confirming telephone, fax and e-mail	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. OR Sworn Affidavit for EME or QSE classifications.	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)								
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication
Personal Liability Companies (INC) INC =/21	<p>Before 1 May 2011</p> <p>CM1 – (Incorporation of a Company)</p> <p>CM9 – (Change of Name of Company)</p> <p>CM22 - (Notice of Registered Office & Postal Address of Company)</p> <p>After 1 May 2011</p> <p>CoR 14.3 - (Company Registration Certificate) - Mandatory</p> <p>CoR 21.1 - (Notice of Change Registered Office)</p>	<p>Clear certified copy of Identity Document/s</p> <p>Before 1 May 2011</p> <p>CM29 – (Contents of Register of Directors, Auditors and Officers)</p> <p>After 1 May 2011</p> <p>CoR 15.1 - (Memorandum of Incorporation - MOI)</p> <p>OR</p> <p>CoR 39 – (Contents of Register of Directors, Auditors and Officers)</p>	<p>Current original Certified letter from Bank with stamp and / or original cancelled cheque</p>	<p>A valid original SARS Tax Clearance certificate</p>	<p>If registered for VAT – VAT certificate.</p> <p>Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT.</p> <p>As from 1st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.</p>	<p>Before 1 May 2011</p> <p>CM9 – (Change of Name of Company)</p> <p>After 1 May 2011</p> <p>CoR 15.2 – (Change of Name of Company)</p>	<p>Letterhead confirming physical and postal addresses</p> <p>CoR 21.1 - (Notice of Change Registered Office)</p>	<p>Letterhead confirming telephone, fax and e-mail</p>
							<p>An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy.</p> <p>OR</p> <p>A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership.</p> <p>OR</p> <p>Sworn Affidavit for EME or QSE classifications.</p>	<p>If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET)</p> <p>If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).</p>

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
State Owned Companies (SOC Ltd) (E.g. Transnet, Eskom, etc.) SOC =/30	A SOC is either a company defined as a "state-owned enterprise" in the Public Finance Management Act 1 of 1999 or a company owned by a municipality. The majority of the provisions of a public company will apply to state-owned as well. Before 1 May 2011 CM1 – (Incorporation of a Company) CM9 – (Change of Name of Company) CM22 - (Notice of Registered Office & Postal Address of Company) After 1 May 2011 CoR 14.3 - (Company Registration Certificate) - Mandatory CoR 21.1 - (Notice of Change Registered Office)	Clear certified copy of Identity Document/s of Directors Before 1 May 2011 CM29 – (Contents of Register of Directors, Auditors and Officers) After 1 May 2011 CoR 15.1 - (Memorandum of Incorporation - MOI) CoR 39 – (Contents of Register of Directors, Auditors and Officers)	Current original certified letter from Bank with stamp and / or original cancelled cheque	A valid original SARS Tax clearance certificate	VAT certificate	Before 1 May 2011 CM9 – (Change of Name of Company) After 1 May 2011 CoR 15.2 – (Change of Name of Company)	Letterhead confirming physical and postal addresses CoR 21.1 - (Notice of Change Registered Office)	Letterhead confirming telephone, fax and e-mail	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR Sworn Affidavit for EME or QSE classifications.	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
National Government	N/A	Letterhead confirming name of entity OR Invoice not older than three months	Current original certified letter from Bank with stamp and / or original cancelled cheque OR Invoice not older than three months	A valid original SARS Tax Clearance certificate	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT. As from 1 st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.	Letterhead confirming name of entity OR Invoice not older than three months	Letterhead confirming street and / or postal address OR Invoice not older than three months	Letterhead confirming telephone, fax and e-mail OR Invoice not older than three months	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Provincial Government	N/A	Letterhead confirming name of entity OR Invoice not older than three months	Current original certified letter from Bank with stamp and / or original cancelled cheque OR Invoice not older than three months	A valid original SARS Tax Clearance certificate	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT. As from 1 st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.	Letterhead confirming name of entity OR Invoice not older than three months	Letterhead confirming street and / or postal address OR Invoice not older than three months	Letterhead confirming telephone, fax and e-mail OR Invoice not older than three months	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBEE	Institution
Local Government	N/A	Letterhead confirming name of entity OR Invoice not older than three months	Current original certified letter from Bank with Bank stamp and / or original cancelled cheque OR Invoice not older than three months	A valid original SARS Tax Clearance certificate	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT. As from 1 st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.	Letterhead confirming name of entity OR Invoice not older than three months	Letterhead confirming street and / or postal address OR Invoice not older than three months	Letterhead confirming telephone, fax and e-mail OR Invoice not older than three months	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership.	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)								
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication
Foreign Branch Office Note: Vendors are considered to be foreign branch office vendors if they are registered as a legal entity in another country and have formally registered with CIPC to do business in South-Africa with the South-African government. Note: All documents sourced from foreign vendors need to be in the International Business Language (English)	Before 1 May 2011 CM 49 - Certificate of Registration of Memorandum of External Company After 1 May 2011 COR 20.2 - Registration Certificate of External Company In addition to vendor documentation defined for Foreign Vendors	Proof of Registration and Industry OR Commercial License and Permit In addition to vendor documentation defined for Foreign Vendors	Current original letter from Bank with stamp and / or original cancelled cheque In addition to vendor documentation defined for Foreign Vendors	A valid original Tax Clearance / Certificate / letterhead In addition to vendor documentation defined for Foreign Vendors	Need VAT registration in RSA. Compulsory registration only if 12 monthly turnover is or is expected to be more than R1 million. Optional registration for turnover R50000-R1 million. In addition to vendor documentation defined for Foreign Vendors	CM 9 - Change of Company Name OR COR 15.2 - Change of Company Name In addition to vendor documentation defined for Foreign Vendors	Letterhead confirming street and / or postal address In addition to vendor documentation defined for Foreign Vendors	Letterhead confirming telephone, fax and e-mail In addition to vendor documentation defined for Foreign Vendors
						An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. OR Sworn Affidavit for EME or QSE classifications.		If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Foreign International Vendors Note: All documents sourced from foreign vendors need to be in the International Business Language (English)	Proof of company registration/Memorandum of incorporation (in accordance with foreign country's applicable legislation)	Proof of ownership/Record of Directors (in accordance with foreign country's applicable legislation)	Current original certified letter from Bank with Bank stamp and / or original cancelled cheque	Proof of Income Tax Registration	Proof of VAT Registration	Proof of company name change (in accordance with foreign country's applicable legislation)	Letterhead confirming street and / or postal address	Letterhead confirming telephone, fax and e-mail	N/A	If the entity is indicated to be an educational institution, the vendor needs to provide the accreditation from The Department Of Higher Education (DHET) If the entity is indicated to be a Financial Institution, the vendor needs to provide the accreditation from FSB (Financial Services Board).

South African Entities Required Vendor Documents										
(Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Educational Institution (e.g. Universities / colleges / schools) Note: Educational Institutions are not seen as a vendor type. Other vendor types can be marked as an educational institution (E.g. a Private company may be indicated to be an educational institution)		CK documents / Certified Letter head Any other registration /accreditation certificate pertaining to the relevant industry	Current original certified letter from Bank with Bank stamp and / or original cancelled cheque	A valid original SARS Tax Clearance certificate	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT		Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. Or A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership.	N/A

Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Specialised Professions (E.g. Promotional Speakers, Doctors, Specialists, Security, Construction Contractors, Food Suppliers, IT Related Vendors, etc.) INC =/2/1	Practice Number Attorneys - Fidelity Fund certificate – renewable each year PSIRA certificate if a security company Compliance with CIDB CIDB Registration Certificate. Register for a project of which the project value exceeds R200 000. Private sector projects of which the project value exceeds R3 million on 30 August 2005. Renew certificate every 3 years for requalification of grades. Particulars to be contained in Register of Contractors Categories of Registration Requirements in relation to contractor grading designation, financial capability Certificate of Acceptability from Municipality Accreditation certificate	Clear certified copy of Identity Document/s CK documents / Certified Letterhead Any other registration certificate pertaining to the relevant industry	Current original certified letter from Bank with Bank stamp and / or original cancelled cheque	A valid original SARS Tax Clearance certificate	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT. As from 1 st March 2012, qualifying micro businesses that are registered for Turnover Tax may also choose to register for VAT.		Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	An original valid BBBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. Or A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership.	

Documents Required from Vendors

South African Entities Required Vendor Documents (Note: All dates in this table refer to date of registration of the entity)										
Entity Type	Company Registration	Proof of Ownership	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address	Proof of Communication	Proof of BBBEE	Institution
Financial Institutions (e.g. banks)	See relevant entity above e.g. LTD Financial Services Board Licence (FSB)		Current original Certified letter from Bank with Bank stamp and / or original cancelled cheque	A valid original SARS Tax Clearance certificate	If registered for VAT – VAT certificate. Mandatory for a person/business that makes, or is likely to make, tax supplies, in excess of R1 million in any consecutive twelve month period to register for VAT		Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	An original valid B-BBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy.	

Documents Required from Vendors

SUMMARY OF COMPANY FORMS TO BE SUBMITTED WHEN THERE ARE CHANGES

Description	Old form(s)	New Form
Memorandum of Incorporation – Short Standard Form for Private Companies	CM1, 2A, 2B, 2C, CM44: Table A CM44C	CoR 15.1 A
Memorandum of Incorporation – Long Standard Form for Non Profit Companies	CM1, 2, 2A, 2C, 2D, Table B of Form CM44	CoR 15.1 B
Memorandum of Incorporation – Short Standard Form for Non Profit Companies Without Members	CM3, 4, 4A, 4B, CM44, & CM44C	CoR 15.1 C
Memorandum of Incorporation – Long Standard Form for Non Profit Companies Without Members	CM3, 4, 4A, 4B, CM44, & CM44C	CoR 15.1 D
Memorandum of Incorporation – Long Standard Form for Non Profit Companies With Members	CM3, 4, 4A, 4B, CM44, & CM44C	CoR 15.1 E
Registration Certificate of Foreign Company Transferring Registration to the Republic	No forms	CoR 17.3
Application to Convert a Close Corporation	CM1, 2, 2A, 2B, 2C, 2D, CK2, CK2A	CoR 18.1
Registration Certificate of Conversion of Close Corporation to Company	CM46	CoR 18.3
Registration of External Company	CM49	CoR 20.2
Notice of Change of Registered Address	CM22	CoR 21
Notice of Change of Financial Year End	CM32	CoR 25
Notice of Change of Company Directors	CM29	CoR 39
Notice of change of Company officials	CM31	CoR 44

Documents Required from Vendors

Existing Transnet Suppliers: Documentation required when there is a change in details								
Company Registration	Ownership	Banking Details	Income Tax	VAT Registration	Company Name	Address	Communication Details	BBBEE Status
If the registration number of a company has changed, it is essentially a new company and therefore applicable documents to indicate the new registration number must be submitted with a letterhead signed by the owner / MD / Partner / Director of the entity. The letterhead should also reflect the new registration number.	If there are changes to the directorship / ownership or BBBEE details, a letter signed by owner / MD / partner / director of the entity detailing the changes is required on a company letterhead. The official updated registration document confirming directorship must also be attached, and share certificates if applicable.	If there are changes to the banking details of an existing supplier the information can be submitted on a company letterhead signed by owner / MD / partner / director of entity requesting the changes. Reasons for changing banking details must also be indicated in the letter. Accompanying this letter must be an ORIGINAL letter from the bank, signed and stamped, stipulating the new account details.	If the Income Tax registration number of an existing supplier changes the supplier must notify Transnet by sending the information on a company letterhead signed by owner / MD / partner / director of entity requesting changes. The new original SARS Tax Clearance certificate must be attached to the letter.	If the VAT registration number of an existing supplier changes the supplier must notify Transnet by sending the information on a company letterhead signed by owner / MD / partner / director of entity requesting changes. The new VAT 103 document and the new Tax Clearance certificate must be attached to the letter.	In the event of a name change to an existing supplier the information must be sent on a company letterhead signed by owner / MD / partner / director of entity confirming that it is only a name change that is required. Applicable COR from CIPC documents stating the name change must be submitted.	If there are changes to the company's address a letter signed by owner / MD / Partner / Director of the entity requesting changes is required on a letterhead. The company letterhead should also reflect the new address.	If there are changes to the company's contact details a letter signed by owner / MD / Partner / Director of the entity requesting changes is required on a letterhead. The company letterhead should also reflect the new contact details. The letter must clearly state the SAP supplier number as registered on the Transnet supplier database and clearly detail the changes to be made.	An original valid BBBEE certificate issued by an approved IRBA registered auditor or a SANAS accredited verification agency or certified copy. OR A signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership. OR Sworn Affidavit for EME or QSE classifications.

Documents Required from Vendors

Foreign Trade Vendors Required Vendor Documents (External = /10)										
Note: All documents sourced from foreign vendors need to be in the International Business Language (English)										
Entity Type	Company Registration	Proof of Ownership	Copy of ID of Business Owner / Director(s)	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address of Registered Offices	Proof of Communication Details	Proof of BBBEE
Sole Proprietor	Company Registration (Proof of Ownership) Supply proof of address of registered offices	N/A Industry / Commercial Licence and permit	Clear copy of certified Identity Document/s of Owner and or Directors Certified Copy of Passport/s	Banking details on supplier's letterhead signed by Owner of Director and letter from the bank to confirm banking details <u>Beneficiary Details</u> Residential Status – Temporary resident / Non-resident Account number / IBAN – IBAN required for EU payments Full name and Surname of individual or entity name Physical address (not a PO Box) Suburb City Country Test key code <u>Beneficiary's Bank Details</u> Bank name	Foreign Vendor with branch/es in RSA. A valid certified original Tax Clearance / Certificate / letterhead	Foreign Vendor with branch/es in RSA need VAT registration in RSA. Compulsory registration only if turnover is or is expected to be more than R1 million. Optional registration for turnover R50000-R1 million.	Official name change document from the relevant authority	Official proof of address	Letterhead confirming telephone, fax and e-mail	If office is registered in RSA a signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate by accredited institution

Documents Required from Vendors

Foreign Trade Vendors Required Vendor Documents (External = /10)										
Note: All documents sourced from foreign vendors need to be in the International Business Language (English)										
Entity Type	Company Registration	Proof of Ownership	Copy of ID of Business Owner / Director(s)	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address of Registered Offices	Proof of Communication Details	Proof of BBBEE
				Branch Branch/Sort Code Swift/BIC Physical address (not a PO Box) Suburb Town/City Country Beneficiary reference (e.g. Account No) Intermediary Bank – Not mandatory Statutory Reporting - Special Cases Purpose of payment (Provide full and precise details of the payment) SARB authority number / Date Loan reference number (as allocated by the SA Reserve Bank)						

Documents Required from Vendors

Foreign Trade Vendors Required Vendor Documents (External = /10)										
Note: All documents sourced from foreign vendors need to be in the International Business Language (English)										
Entity Type	Company Registration	Proof of Ownership	Copy of ID of Business Owner / Director(s)	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address of Registered Offices	Proof of Communication Details	Proof of BBBEE
Partnerships	Duly signed partnership agreement which is still in force and effect and Industry / Commercial Licence and permit Supply proof of address of registered offices	Duly signed partnership agreement which is still in force and effect and Industry / Commercial Licence and permit	Clear copy of certified Identity Document/s of Owner and or Directors Certified Copy of Passport/s	Banking details on Supplier's letterhead signed by Owner or Director and letter from the bank to confirm banking details	Refer to the entity type entering into the Partnership for requirements. Details of majority partner apply.	Refer to the entity type entering into the Partnership for requirements. Details of majority partner apply.	Refer to the entity type entering into the Partnership for requirements.	Official proof of address	Letterhead confirming telephone, fax and e-mail	If office is registered in RSA a signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate by accredited institution

Documents Required from Vendors

Foreign Trade Vendors Required Vendor Documents (External = /10)										
Note: All documents sourced from foreign vendors need to be in the International Business Language (English)										
Entity Type	Company Registration	Proof of Ownership	Copy of ID of Business Owner / Director(s)	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address of Registered Offices	Proof of Communication Details	Proof of BBBEE
Public / Private Company	Proof of registration and Industry / Commercial Licence and permit	Proof of registration and Industry / Commercial Licence and permit	Clear copy of certified Identity Document/s of Owner and or Directors	Banking details on Supplier's letterhead signed by Owner or Director and letter from the bank to confirm banking details	Foreign Vendor with branch/es in RSA. A valid certified original Tax Clearance Certificate / letterhead	Foreign Vendor with branch/es in RSA need VAT registration in RSA. Compulsory registration only if 12 monthly turnover is or is expected to be more than R1 million. Optional registration for turnover R50000-R1 million.	Official name change document from the relevant authority	Official proof of address	Letterhead confirming telephone, fax and e-mail	If office is registered in RSA a signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate by accredited institution
	Supply proof of address of registered offices		Certified Copy of Passport/s							
	Before 1 May 2011 CM49 After 1 May 2011 CoR 20.2 Registration Certificate of External Company									

Documents Required from Vendors

Foreign Trade Vendors Required Vendor Documents (External = /10)										
Note: All documents sourced from foreign vendors need to be in the International Business Language (English)										
Entity Type	Company Registration	Proof of Ownership	Copy of ID of Business Owner / Director(s)	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address of Registered Offices	Proof of Communication Details	Proof of BBBEE
Business Trust	Deed of Trust Agreement and Industry / Commercial Licence and permit Supply proof of address of Registered offices	Deed of Trust Agreement and Industry / Commercial Licence and permit	Clear copy of certified Identity Document/s of Owner and or Directors Certified Copy of Passport/s	Banking details on Supplier's letterhead signed by Owner or Director and letter from the bank to confirm banking details	Foreign Vendor with branch/es in RSA. A valid certified original Tax Clearance / Certificate / certified letterhead	Foreign Vendor with branch/es in RSA need VAT registration in RSA. Compulsory registration only if 12 monthly turnover is or is expected to be more than R1 million. Optional registration for turnover R50000-R1 million.	Official name change document from the relevant authority	Official proof of address	Letterhead confirming telephone, fax and e-mail	If office is registered in RSA a signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate by accredited institution

Documents Required from Vendors

Foreign Trade Vendors Required Vendor Documents (External = /10)										
Note: All documents sourced from foreign vendors need to be in the International Business Language (English)										
Entity Type	Company Registration	Proof of Ownership	Copy of ID of Business Owner / Director(s)	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address of Registered Offices	Proof of Communication Details	Proof of BBBEE
Non Profit Organisation	Proof of registration and Industry / Commercial Licence and permit Supply proof of address of registered offices Before 1 May 2011 CM49 After 1 May 2011 CoR 20.2 Registration Certificate of External Company	Proof of registration and Industry / Commercial Licence and permit	Clear copy of certified Identity Document/s of Owner and or Directors Certified Copy of Passport/s	Banking details on Supplier Letterhead signed by Owner or Director and letter from the bank to confirm banking detail	Foreign Vendor with branch/es in RSA. A valid certified original Tax Clearance / Certificate / letterhead	Foreign Vendor with branch/es in RSA need VAT registration in RSA. Compulsory registration only if turnover is or is expected to be more than R1 million. Optional registration for turnover R50000-R1 million.	Official name change document from the relevant authority	Official proof of address	Letterhead confirming telephone, fax and e-mail	If office is registered in RSA a signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate by accredited institution

Documents Required from Vendors

Foreign Trade Vendors Required Vendor Documents (External = /10)										
Note: All documents sourced from foreign vendors need to be in the International Business Language (English)										
Entity Type	Company Registration	Proof of Ownership	Copy of ID of Business Owner / Director(s)	Proof of Banking Details	Income Tax	VAT Registration	Company Name Change	Proof of Address of Registered Offices	Proof of Communication Details	Proof of BBBEE
Other	Proof of registration and Industry / Commercial Licence and permit Supply proof of address of registered offices Before 1 May 2011 CM49 After 1 May 2011 CoR 20.2 Registration Certificate of External Company	Proof of registration and Industry / Commercial Licence and permit	Clear copy of certified Identity Document/s of Owner and or Directors Certified Copy of Passport/s	Banking details on Supplier's letterhead signed by Owner or Director and letter from the bank to confirm banking detail	Foreign Vendor with branch/es in RSA. A valid certified original Tax Clearance / Certificate / letterhead	Foreign Vendor with branch/es in RSA need VAT registration in RSA. Compulsory registration only if turnover is or is expected to be more than R1 million. Optional registration for turnover R50000-R1 million.	Official name change document from the relevant authority	Official proof of address	Letterhead confirming telephone, fax and e-mail	If office is registered in RSA a signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate by accredited institution

T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

T2.2-43: 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 Respondent 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 Respondent from the bidding process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM (SBD 6.1)

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the Tender will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status 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;
- 2.4 **"Tender"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a Tender by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the Tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a Tenderer;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of Tender invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Tenderer obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another Tenderer.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Tenders have scored equal points including equal preference points for B-BBEE, the successful Tender will be the one scoring the highest score for functionality.
- 3.6 Should two or more Tenders be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Tenderers who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

- 4.3 Tenderers who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Tenderers who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Tenderer qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.

- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Tenderers are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Tenderers in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? %
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
- ☐ Partnership/Joint Venture/Consortium
- ☐ One person business/sole propriety
- ☐ Close Corporations
- ☐ Company (Pty) Ltd

(v) Describe Principal Business Activities

.....
.....

(vi) Company Classification [TICK APPLICABLE BOX]

☐ Manufacturer

☐ Supplier

☐ Professional Service Provider

☐ Other Service Providers e.g. Transporter, etc.

(vii) Total number of years the company/firm has been in business.....

PREVIEW TEXT

TENDER DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the Tendering 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) restrict the Tenderer or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF TENDERER

DATE:.....

COMPANY NAME:

ADDRESS:.....

T2.2-51 : Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
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 RFQ/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 Bid 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 Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. 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 will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFQ; or

- f) bidding with the intention not winning the Bid.
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 RFQ relates.
8. 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.
9. I/We am/are 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. In addition, bidders that submit suspicious bids 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 at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

RFQ CPT 1216357.001 THE DESIGN OF A MOISTURE ADDITION SYSTEM FOR THE CONVEYORS AT THE IRON ORE TERMINAL, SALDANHA

Technical Compliance Sheet

TECHNICAL COMPLIANCE SHEET – C3.1 SCOPE OF SERVICES

The compliance response is to contain ONLY the following statements, “Comply”, or “Do not comply”.

Where “do not comply” is inserted, remarks as to the reason for the deviation from the requirement is required

Main Specification:				
Item	Works Information Clause No.	Description	Compliance Response	Reason for deviation
1	1	Management Structures		
2	2	Executive Overview		
3	3	Employers Objective		
4	4.1 – 4.4	Current Status		
5	5.1 – 5.2	Proposals for increasing dosing plant effectiveness		



6	6	Business Need / Challenges			
7	7	Demonstration of fit with strategic and master plans			
8	8	Business Case Objectives and Benefits			
9	9	Construction Methodology			
10	10	Success Factors / Evaluation Criteria			
11	11	Physical Performance			
12	12	Operational Readiness Considerations			
13	13	Constraints			
14	14	Limitations			
15	15	Assumptions			
16	16.1 – 16.3	Identified Potential Options / Concepts and outlined Scopes of Work			
17	17	Risks			

18	18	Applicable Standards (Owner / or Other)		
19	19	Time Frame for Project Execution		
20	20	Time Frame for FEL Phase Completion		
21	21	Study Deliverables and Formats		
22	22.1 – 22.7	Health and Safety		
23	23	Quality		
24	24	Facilities and equipment to be provided by the Employers		
25	25.1	Procurement		
26	26.1	BBBEE		

Respondent's Signature

Date & Company Stamp

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

THE DESIGN OF A MOISTURE ADDITION SYSTEM FOR THE CONVEYORS AT THE IRON ORE TERMINAL, SALDANHA

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the NEC3 PSC *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

Signature(s)

Name(s)

Capacity

for the
tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Services

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now the *NEC3 PSC Consultant*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet Freight Rail RME
Off Robert Sobukwe Road
Bellville South

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		

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

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

	For the tenderer:	For the Employer
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	Transnet Freight Rail RME Off Robert Sobukwe Road Bellville South
Name & signature of witness		
Date		

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X7: Delay damages
		X10: Employer's Agent
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail RME Bellville Square Off Robert Sobukwe Road Bellville South
		Postal Address: P O Box 338 Kasselsvlei 7535
	Tel No.	(021) 940 1800
	Fax No.	(021) 940 1940
11.2(9)	The <i>services</i> are	The design of a moisture addition system for the conveyors at the Iron Ore Terminal, Saldanha
11.2(10)	The following matters will be included in the Risk Register	N/A

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
13.6	The <i>period for retention</i> is	N/A	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 Site	As and when required
		2 Darren Cupido	As and when required
3	Time		
31.2	The <i>starting date</i> is	Contract Date	
11.2(3)	The <i>completion date</i> for the whole of the services is.	3 (three) months from award	
4	Quality		
42.2	The <i>defects date</i> is	26 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	30 day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs
		Car hire not exceeding group B	Charged at proven costs
		Accommodation – Protea Group or Town Lodge Group or 3 Star equivalent	Charged at proven costs
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	ZAR.	
51.5	The <i>interest rate</i> is	the prime lending rate of the Standard Bank of South Africa.	

6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .		
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i> .		
8	Indemnity, insurance and liability			
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are			
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination	
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R5 000 000,00 in respect of each claim, without limit to the number of claims	52 Weeks	
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks	

	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.
	Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 5,000,000
81.1	The <i>Employer</i> provides the following insurances	Nil
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Minimum the replacement value of damaged assets.
9	Termination	No additional data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
E	Time based contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration

W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	<p>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</p> <p>Cape Town</p> <p>The Chairman of the Association of Arbitrators (Southern Africa)</p>
12	Data for secondary Option clauses	
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	N/A
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Darren Cupido
	Address	Bellville Square, off Robert Sobukwe Road, behind Transnet Park, Bellville South
	Tel. No.	083 852 0709
	Fax No.	none
	The authority of the <i>Employer's Agent</i> is	The <i>Employers Agent</i> is delegated to carry out all the actions of the Employer in this Contract

C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (June 2005) and the relevant parts of its Guidance Notes (PSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 146 to 150 of the PSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled T2.2-7.
11.2(3)	The <i>completion date</i> for the whole of the services is	3 (three) months from award
11.2(10)	The following matters will be included in the Risk Register	Returnable Schedule entitled T2.2-3.

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

11.2(13)	The <i>staff rates</i> are:	name/designation	rate
		Staff Rates as per Pricing Data in C2.2	
25.2	The <i>Consultant</i> provides access to the following persons, places and things	access to	access date
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is	Returnable Schedule T2.2-2	
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	Item Expenses as per Pricing Data in C2.2	amount
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in	C2.2	
11.2(18)	The tendered total of the Prices is	(in figures excl. vat)	
		(in words), excluding VAT	

PART C2: PRICING DATA

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

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

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

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

Identified 11 (14) The Activity Schedule is the *activity schedule* unless later changed in
and defined
terms 11.2 accordance with this contract.

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

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

1.3 Measurement and Payment

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

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

1.3.3 The activity schedule work breakdown structure provided by the Consultant is based on the activity schedule provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

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

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

C2.2 Activity Schedule

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

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

Activity No	Activity Description	Unit	Qty	Price of each activity
1	Obtain client brief user requirements			
1.1	Professional Engineers	sum	1	
1.2	Engineers	sum	1	
1.3	Engineering Technicians	sum	1	
2.	Research and Development			
2.1	Professional Engineers hrs	sum	1	
2.2	Engineers	sum	1	
2.3	Engineering Technicians	sum	1	
3	Design and draughting			
3.1	Professional Engineers hrs	sum	1	
3.2	Engineers	sum	1	
3.3	Engineering Technicians	sum	1	
4	Specifications and BoQ			
4.1	Professional Engineers hrs	sum	1	
4.2	Engineers	sum	1	
4.3	Engineering Technicians	sum	1	
	The above tendered price must include for all necessary costs including disbursements and be relevant to the Scope of Services in Part C3. No additional increases will be entertained.			
Total Price excl. vat to be carried over to C1.1 Form of Offer & Acceptance				R

C3 Scope of Services

1. MANAGEMENT STRUCTURES

The *Employer's Agent* is fully empowered to act on behalf of Transnet Freight Rail for the services covered by this contract. The *Employer's Agent* will accept, or not accept, the *Consultant's* assessment of the amount due in terms of the contract.

2. EXECUTIVE OVERVIEW

The Bulk Terminal of Saldanha is an Iron ore Terminal which is responsible for offloading, storing and exporting different grades of Iron Ore for different clients.

The Terminal currently handles Iron ore for the following clients:

- Kumba
- Assmang
- Komani
- Kolamela

Iron ore is offloaded at the Tipplers, from the Tipplers it can either be transported via conveyor belts to the Stacker / Reclaimers where the ore is stacked and stored in the stock yard in the form of a stockpile, or it can be directly transported to the Ship Loaders where it is loaded directly onto a vessel for exporting purposes.

The Iron ore can also be reclaimed from the stockpile area by the Stacker / Reclaimers from where it is transported by conveyor belts to the Ship Loaders to be exported.

3. EMPLOYERS OBJECTIVE

A common problem associated with handling iron ore is dust generation. Dust is intrinsic to all grades of iron ore currently being handled by the Bulk Terminal of Saldanha. During the bulk handling process dust particles have the tendency to become airborne and thus result in air pollution. The Terminal currently has an Air Emissions Licence (A.E.L) which allows the Terminal to operate and pursue its current production target (financial year 2015/16) of 60 million tons per annum (MTPA).

The generation of dust is a direct threat to the Terminal's Air Emissions License which in turn makes dust mitigation one of the Terminals top priorities. Seeing that the presence of dust is intrinsic to the iron ore, meaning it cannot be completely eliminated, the Terminal has to arm itself with effective methods for dust mitigation/suppression as the dust can however be successfully contained and prevented from becoming airborne.

The most common and successful dust mitigation equipment currently being utilised in the mining industry to prevent dust particles from becoming airborne is the chemical dosing plant. The dosing plant applies a mixture of water and surfactant chemical to the Iron ore. The purpose of the surfactant is to lower the surface tension threshold of the water in order to increase the waters properties as a wetting agent.

4. CURRENT STATUS

4.1 Existing Chemical dosing plants at the Bulk Terminal of Saldanha

The Terminal currently has 4 chemical dosing plants on site. Two of these chemical dosing plants are situated at the train side to treat the product as it enters the Terminal and the other two chemical dosing plants are situated at the ship side to treat the product prior to being exported.

The treatment points for the 4 chemical dosing plants are as follows:

Dosing plant	Train side chemical dosing plant	Ship side chemical dosing plant
Treatment points	Conveyor 209 head chute	Conveyor 113 head chute
	Conveyor 109 head chute	Conveyor 213 head chute

Table 1: Dosing plants and treatment points

The train side chemical dosing plant was originally installed in 2007 as a test system. This system was upgraded in 2010 in order to make the dosing plant a permanent installation. The chemical dosing plant situated at the ship side was commissioned in 2013 along with a moisture addition system located downstream of the chemical dosing plants on conveyor 114 and conveyor 214.

4.2 Chemical dosing plant control and parameters

Both the train side and ship side chemical dosing plants are controlled via the Programmable Logic Controller (PLC). The dosing plants can operate in automatic or manual mode.

4.2.1 Automatic

In automatic mode the train side dosing plants work in conjunction with the Iron Ore density sensors while the ship side dosing plants work in conjunction with the scales installed on the respective conveyors. A centrifugal pump provides water at a constant flow and pressure. A flow control valve, fitted downstream of the water pump, controls the amount of water that is pumped to the spray nozzles. The density sensor (train side) or the scales (ship side) mounted on the conveyor measures the loading rate with regards to the Iron Ore on the conveyor and provides a set point for the flow controller. A Flow meter is used to provide feedback to the PLC for control purposes with regards to the water flow.

4.2.2 Water flow:

The flow is not constant as the weight of the iron ore on the conveyor fluctuates. In automatic mode the flow control valve adds water to the Iron Ore at a ratio of 0.1% of the weight of the Iron Ore on the belt.

For a loading rate of 8000 tons/ hour the following calculation applies:

Water supply: $0.1/100 \times 8000\text{tons/hour} = 8 \text{ tons of water / hour}$

8000 kg of water / hour ton to kg conversion

8000 litres of water / hour..... kg to litre conversion

4.2.3 Chemical injection:

The dust suppression chemical is injected into the water pipeline by a dosing pump at a ratio of 0.09% by the rate of water flow.

For a water flow rate of 8000 litres/hour the following calculation applies:

Chemical injection: $0.09/100 \times 8000 \text{ litres/hour} = \underline{7.2 \text{ litres / hour.}}$

4.2.4 Manual mode

In manual mode the operator can switch the dosing plant on at full capacity (8000 litres/hour) regardless of the scale reading on the belt.

4.3 Ship side Chemical dosing and moisture addition system

The ship side chemical dosing plant works in conjunction with the moisture addition system. The moisture addition system consists of 5 valves and a moisture analyser. One system is located on Conveyor 114 and another on Conveyor 214. The 5 valves are located downstream from the moisture analyser which is located upstream of the chemical dosing plant. The water addition system is controlled by the PLC and can operate in both automatic and manual mode.

4.3.1 Automatic mode

In automatic mode the operator located in the Central Control Room (CCR) has to select the iron ore grade which is currently being exported, this is used as an input to the water addition system.

Iron Ore that has passed through the chemical dosing plant makes its way to the moisture addition sprayers which is responsible for regulating the moisture content of the Ore.

The Iron Ore firstly passes over the moisture analyser which reads the moisture content and in turn opens the Moisture addition sprayers (a combination of the 5 valves) if needed in order to regulate the moisture content of the Iron Ore.



Figure 1: Moisture addition system

In Automatic mode the moisture addition system aims to regulate moisture content according to the following table:

Calibration	Ore Type	SAP Code	Max Moisture	Standard Deviation	Control Point
1	Kumba Fines	FA	2.5%	0.23%	2.04%
2	Kumba Coarse Sinter	CA	1.5%	0.08%	1.34%
3	Assmang Fines	AF	2.3%	0.23%*	1.84%*
4	Assmang Lumpy	AL	1.2%	0.06%*	1.08%*
5	Kumba DR (20mm)	LC	1.15%	0.06%*	1.03%*
6	Kumba Lumpy (25mm)	LA	1.15%	0.06%	1.03%
7	Kumba DRS (27mm)	DA	1.15%	0.06%*	1.03%*
8	Mixed	-	-	No Cal	-

Table 2: Iron Ore Types and Moisture Content

4.3.2 Manual Mode

In manual mode the operator can bypass the moisture analyser and manually open any combination of the 5 valves per his/her own discretion.

4.4 Dust mitigation challenges

4.4.1 Dust suppression chemical

Initially the chemical dosing plant for both the train side and ship side utilised a dust suppression chemical or namely EMD-S, Environmental Management Dust Suppressant, which was manufactured by Samchem. This chemical was pre-approved by all the Terminal's clients prior to the Terminal utilising the chemical.

In 2014 the Terminal discovered that the Samchem chemical was no longer available as the manufacturer closed down. This left the Terminal in a very vulnerable position as the Terminal now had to combat dust without a fully efficient chemical dosing plant. Since Samchem has closed down the Terminal was forced to run the chemical dosing plant with pure water as there was no approved chemical to use.

4.4.2 New chemical required

The Terminal is now in need of a new dust suppression chemical. This will require input from a dust suppression specialist in order to advise on the chemical to water ratio required for the chemical to be effective. The chemical must also be introduced and formally approved by all the Terminal's clients before the Terminal can utilise the chemical.

4.4.3 Treatment points

All Chemical dosing plants currently have two treatment points, one at the entry of the chute and another one on the inside of the transfer chute. These treatment points are depicted in the picture below.

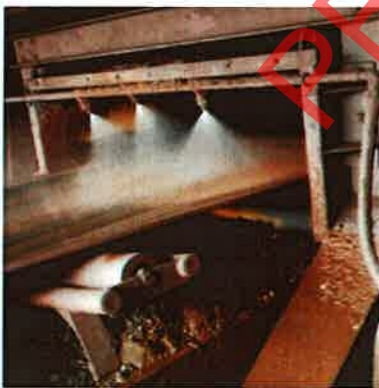


Figure 2: Shipside Chemical dosing plant chute-entry treatment point



Figure 3: Ship side chemical dosing plant in-chute treatment point

The Train side and ship side currently have dosing plants with only 1 treatment point as the other treatment point, the second “in-chute” treatment point, is damaged.

This forces the chemical dosing plants to work at only half the capacity as it now only uses 1 out of 2 treatment points to treat the Iron Ore. It has been reported by the Terminal’s operation staff that even when all treatment points are fully functional, they still struggle with dust generation on both the ship as well as the train side.

5. Proposals for increasing dosing plant effectiveness

In order to investigate and identify possible solutions the Terminal has consulted various dust suppression companies. Two such companies have brought forth two very different proposals which they feel will boost the effectiveness of the current chemical dosing plants.

5.1 Option 1: Upgrades and utilisation of a Binder chemical

The first option is centred on upgrading the existing chemical dosing plants to accommodate two new chemicals. Traditionally the Terminal used a surfactant chemical while this proposal requires the introduction of a binder. The idea is to use a binding chemical at the inception stage of the product or at the train side chemical dosing plants.

The binder is a “sticky” chemical which has the primary function of causing the smaller dust particles to stick or bind to the larger Iron Ore particles and in this manner prevent the dust particles from becoming airborne. The second half of the proposal includes using a new surfactant chemical at the ship side dosing plant, which will re activate the binding properties of the binder which was applied to the product at the Train side. This is focused on Iron Ore that has been treated at inception and stored in the stock yard for long periods causing the binder to dry.

After consulting the dust suppression company that originally engaged the Terminal with the specific proposal, it was stated that to effectively utilise the binder, the pump and pipe work that is responsible for chemical injection at both the train and ship side have to be upgraded.

In summary the proposal consists of the following:

- Obtain approval from all clients in order to utilise a new chemical on their products.
- Upgrading the chemical dosing pump and related pipe work to provide a stronger / higher chemical injection (train and ship side).
- New treatment point design for both chute entry and inner chute treatment points.
- Increasing the chemical to water ratio (train and ship side).
- Installation of additional treatment points inside the Tippler hopper bins (train side only).
- Refurbishment of train side chemical dosing plants (train side only).
- Installation of new local control stations for manually adjusting chemical injection rates (train and ship side).
- Utilisation of a binder chemical (train side only).
- Utilisation of a new surfactant chemical (ship side only).

5.2 Option 2: Upgrades, Modifications and installation of additional chemical dosing plants

This option is centred on the addition of a new containerised chemical dosing plant that will cover the stockpile area. The new chemical dosing plant will be situated in the stockyard across from CV 113, between CV 112 and CV 116.

This new chemical dosing plant will provide additional treatment points at the following conveyor head / transfer chutes:

- CV111 (x 2 treatment points)
- CV140 (x 2 treatment points)
- CV112 (x 2 treatment points)
- CV116 (x 2 treatment points)
- CV120 (x 2 treatment points)

The new dosing plant will offer both entry and inside chute treatment at these points. The proposal is shown in the figure below.

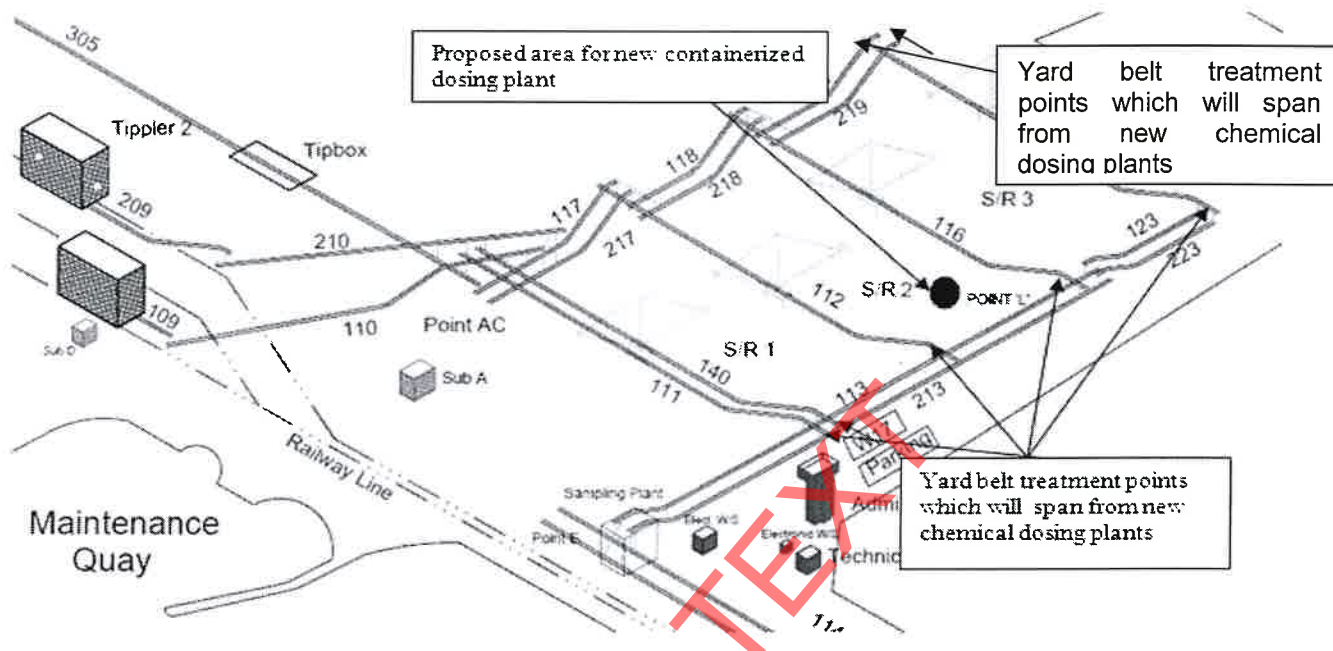


Figure 2: Proposed positioning for new containerized dosing plant

The option takes into consideration the Terminals loading rate and conveyor belt speed. Due to the high belt speed (4m/s) in addition to the high loading rate (8000tph), a single treatment point will only partially treat the Iron Ore as the Iron Ore stream, which consists of a high quantity of ore passes through the treatment point at too high velocity, which prevents a single treatment point from effectively spraying the Iron Ore with the water chemical mixture. Only certain sections of the Iron Ore stream will come into contact with the water chemical mixture that is being sprayed at the particular treatment point.

This proposal seeks to add an additional treatment point to re treat the partially treated Iron Ore coming from the train side.

Instead of increasing chemical and water addition at a single dosing point this proposal spreads the treatment points to different locations. As experienced in the past by the Terminal, pumping high volumes of water at a single point normally results in flooding and water spills of the specific area which is a side effect of attempting to treat the complete Iron Ore stream at a single position. This proposal will continue to use a surfactant chemical as traditionally used by the Terminal.

In summary this proposal consists of the following:

- Obtain approval from all clients in order to utilise a new chemical on their products.
- Installation of additional treatment points inside the tippler hopper bins (train side only).
- New treat point design for both chute entry and inner chute treatment.
- Refurbishment of Train side chemical dosing plants and containerising the train Side Chemical dosing plants (train side only).

- Installation of new local control stations for manually adjusting chemical injection rates (train and ship side).
- One new containerised dosing plant with 10 treatment points, 2 per yard belt.
- Utilisation of a new surfactant chemical (Train side, Ship side and at the new dosing plant).

6. Business Need / Challenge

Currently the Terminal has 4 chemical dosing plants. The functionality of these systems are of utmost importance to the Port of Saldanha as they ensure that the port operates within the confinements of the AEL (Air Emissions Licence).

In summary, the following factors were identified in section 2.1 as factors that are affecting the Terminals ability to effectively combat dust using to the chemical dosing plants:

- No approved chemical for usage at all 4 dosing plants.
- Damaged treatment points.
- Insufficient number of Treatment points.
- Ineffective treatment of Iron Ore.

7. Demonstration of fit with strategic and master plans

The upgrade of the dust suppression system/chemical dosing plant is one of a number of environmental projects which the Terminal has launched in an attempt to effectively combat dust and ensure that the Terminal retains its AEL.

The upgrade of the dust suppression system/chemical dosing plants is one of the primary projects for limiting dust emissions on the conveyor routes. The fact that most of the dust incidences occur during the handling of Iron Ore makes it one of the most important projects amongst the rest of the environmental projects currently focused on by the Bulk Terminal of Saldanha.

8. Business Case Objectives and Benefits

In order to investigate and identify possible solutions the Terminal has consulted various dust suppression companies. Two such companies have brought forth two very different proposals which they feel will boost the effectiveness of the current chemical dosing plants. .

The primary objective is to ensure that all existing chemical dosing plants function correctly and also to supply the Terminal with additional systems or upgrades to combat dust.

This project aims to address one of the Terminals main sources of dust generation. The purpose of this investment is to equip the Terminal with effective dust suppression systems that will allow the Terminal to minimise or eliminate dust incidences which occur while handling Iron Ore.

9. Construction Methodology

The *Consultant* is to provide the PSA level 4 methodology for approval with the submission of the tender.

10. Success Factors / Evaluation Criteria

- Usage of an approved chemical
- Elimination of dust emissions on the Conveyor routes
- Effective dosing plants which operate primarily in automatic mode and requires minimal manual intervention.
- Manual adjustment of chemical dosing rates via local control stations.
- Dosing plants which operate at correct water chemical ratio
- Chemical usage closest to current rate of 7.2litres per hour depending if effective dosing can be achieved at this rate.
- Use of an environmental friendly / Biodegradable chemical
- Use of a low viscosity chemical which does not clog up the piping systems.
- Operation below the maximum allowable moisture content as per client's specification
- Effective treatment points
- Minimising of sludge generated by excess water on the conveyor belts
- The Terminal's production rate must not be effected
- Must not induce block chutes
- Must not produce excessive water on the conveyor routes
- Enable Terminal to conduct pro-active maintenance
- Cost effective design and operation
- Low operational costs
- Low maintenance, not specialised
- Availability of chemicals
- Availability of spare parts
- Speedy implementation

11. Physical Performance

Once installed the physical performance of the new chemical dosing plants must not affect the Terminal's required loading rate due to unnecessary interlocks of the system on the conveyor routes. The chemical dosing plants and moisture addition system must operate within the allowable moisture content of the clients given maximum moisture content and must also not result in excessive water on the conveyor routes.

12. Operational Readiness Considerations

The operation of Chemical dosing plants has been part of the Terminal since 2007. All operators currently know how to operate the chemical dosing plants. The new chemical dosing plant will have similar SCADA operations as the existing dosing plants.

Prior to putting the new systems in operation, the new chemical which will accompany the upgraded dosing plants must be formally pre-approved by all clients (approval to be obtained during the design phase) before the Terminal will utilise the chemical.

Since 2013 the Terminal has constructed their own water reticulation maintenance team who have since increased their experience with regards to maintenance of generic water system equipment such as valves, pipes, pumps etc. This will assist with the maintenance of the new and upgraded systems.

13. Constraints

The Bulk Terminal's operational hours are 24/7. In order to gain access to a specific conveyor or section of the plant, activities will have to be incorporated in the Terminals weekly maintenance schedule. This is however dependant on the activities effect on operations and also safety of the contractors. This is applicable to cases where equipment needs to be locked out for the work to be done safely.

The maximum amount of hours allowable for a maintenance activity is 12 hours. For a task of this duration a work breakdown structure (WBS) has to be submitted to the Terminals planning department.

14. Limitations

The chemical dosing plant must operate within the specified maximum moisture content of the Terminal's client's product.

Only a chemical which has been approved by the Terminal's client can be used.

15. Assumptions

The following are the key high level assumptions identified:

- There will be unrestricted access for the surveying of the Port of Saldanha.
- There will be no delays on the part of third parties.
- Cooperation from all users on the port will be easily arranged.

16. Identified Potential Options / Concepts and outlined Scopes of Work

16.1 Options

16.1.1 Option 1: Do nothing

This will result in the Terminal having to utilise the chemical dosing plant with pure water and no chemicals. The moisture addition sprayers will be used in manual mode to combat dust incidents. In extreme conditions the operational team also resorts to utilising water hoses to add additional water on the running conveyor belt in order to combat dust.

With this option nothing will be done to mitigate the current existing risk of losing the AEL licence.

16.1.2 Option 2: Proposal 1 – increased water supply and chemical injection

During the past few months the Terminal has been in consultation with various dust suppression experts/specialists. From the various dust suppression expert companies which were called out to assess the current conditions on site and also recommend a possible solution, one of the companies came forth with the following recommendation. Their solution is centred on changing the chemical from a surfactant chemical to a binder chemical and increasing the chemical injection currently used by the terminal.

The binder is a chemical which possesses a sticky/binding property which will allow the smaller dust particles to stick to the larger Iron Ore stones and prevent them from becoming airborne. The Terminal has never used a binding chemical in the past, to this point the Terminal has only used surfactant chemicals which has the property of reducing the surface tension of the water which in turn makes the water a more effective wetting agent.

The recommendation also states that the Terminal raise their chemical injection rate from the current 7.2 litres/hour to 80 litres per/hour for an Iron Ore loading rate of 8000 tons/hour. This would require the Terminal to upgrade or upscale all their existing chemical pumps as the maximum rate the existing pumps can supply is 54 litres / hour.

16.1.3 Option 3: Proposal 2 – additional dosing plant in stockyard

From the Various dust suppression companies the Terminal consulted, one of the companies suggested the following solution. The company proposed the installation of a new containerized dosing plant and have all the dosing plants use their surfactant chemical.

Their chemical requires an injection rate of 1 litre of chemical for every 3000 litres of water. For an Iron Ore loading rate of 8000 tons/hour this equates to a chemical injection rate of 2.6 litres/hour. This can be done at both the Train side and Ship side with the existing equipment.

The proposal also includes the installation of 1 additional, containerised dosing plant centred between conveyor 112 and 116 with water pipes stretching from this dosing plant to all the Stacker/Reclaimer yard belts in order to supply the Terminal with 10 additional treatment points.

16.2 Analysis of options

Option 1:

With option 1 nothing will be done to better ensure that the Terminal will keep its Air Emissions licence.

Option 2:

Option 2 is centred on using the existing treatment points and increasing the chemical injection rate by a factor of 11 (80 litres per hour is the proposed injection rate vs the current 7.2 litres per hour injection rate).

For a chemical injection of 80 litres per hour, under the assumption of 24 hour operation, it will result in 80litres/hour x 24 hours = 1920 litres per day. This proposal also indicates the supply of x 4 20000 litre chemical tanks 1 for each existing dosing plant.

This will result in the following chemical usage:

20000litre / 1920 litres per day = 10.4 days.

This implies that the chemical tanks will have to be refilled at least twice per month. During the chemical crises or shortage of chemicals on site this recommended chemical was bought and it cost the Terminal R250 000 for 10000 litres of chemical. The chemical was however delivered in x10, 1000 litre tanks to accommodate the current chemical storage and existing chemical dosing plant filling arrangements at the Terminal.

Option 2 requires an increased chemical injection rate. This however does not guarantee that all of the Iron Ore will make contact with the binding chemical. It also results in a large amount of running cost which the Terminal will have to sustain in order to keep the dosing plants filled with chemical. This option would require the Terminal to use 20 000 litre tanks for chemical storage instead of the 1000 litre cubicles currently in use which introduces the risk of massive chemical spills. The increased chemical injection rate of 80 litres/minute required by this option also increases the risk of chemical spills in the event of an undetected pipe burst or leak on the system. In the past the Terminal has experienced a pipe burst with the injection rate of 7.2litres/hour which went undetected for 3 days.

Dosing a higher volume of water at a single treatment point will also generate excess water on the belt and will also result in over spraying which will generate sludge on the belt.

Option 3

This option is theoretically based on supplying more treatment points and using less water per point. When Iron ore is treated prior to entering and also while travelling through a chute the product is turned over. The emerging ore stream which exists the chute has now turned over, which exposes the underlying dry patches of the Iron Ore with which the treatment has not made contact.

Effect of product turn over and re treatment:

The following section illustrates the concept of product turn over and retreatment.

Referring to Figure 3 below:

It can be seen that the Iron ore stream on the right (CV214) is completely wet (wet stream):

The stream on the right was treated with the water cannons at the stockpile area prior to reclaiming, during the reclaiming and transport process the product is turned over as it travels through the chutes, during this process (turn over process) new and possibly dry layers of iron are exposed. The product was then retreated at the chemical dosing plant on the entry treatment point at the chute and also the "in-chute" treatment point at CV 213. This example shows how effective Multiple treatment points are as it resulted in the completely wet stream of Iron Ore shown on CV 214 (right side conveyor) in figure 3.



Figure 3: Iron ore stream demonstrating the effect of product turn over and re treatment. (Right side conveyor belt)

Referring to figure 3 above

It can be seen that the Iron Ore stream on the left (CV114) has various dry sections (dry stream):

On this particular day the "in-chute" treatment point was not connected for the dosing plant located on CV 114 as illustrated in the figure 4 below. The Iron Ore was reclaimed from a dry stockpile and only treated at the Ship side chemical dosing plant. To make matters worse the dosing plant was running at half of its efficiency as one of the two treatment points were disconnected which is also a reoccurring problem at the Terminal.



Figure 4: Inner chute treatment point not connected for dosing plant on CV 114.

It can clearly be seen that there are dry patches or a dry streams of Iron ore on CV 114. This stream needs to be retreated at a treatment point further downstream as new layers of dry Iron ore have been exposed after turning the product over when travelling through the transfer chutes



Figure 5: After passing through a single treatment point turn over reveals dry Iron Ore streams. (Left side conveyor belt).

This option can be realised by utilising a chemical which requires a chemical injection rate of 1litre per every 3000 litres of water. This equates to 2.6 liters/hour.

For a full day of operation, assuming a constant feed rate of 8000 tons per hours for 24 hours, the required chemical usage will be 2.6 litres/hour x 24 hours = 62.4 litres per day.

A chemical tank consisting of 20 000 litres will last 320 days or roughly 10 months.

Figure 6 below provides an overview of the location of the proposed containerized dosing plant with all the additional treatment points as per option 3.

This option consists of the following:

Existing systems which need to be refurbished:

- Trainside dosing plants x 2 (recommission treatment points and dosing plant control software)
- Shipside dosing plants x 2 (recommission treatment points and dosing plant control software)

Additional equipment

- 1 Dosing plant with 10 treatment points, 2 per Stacker / Reclaimer yard belt.

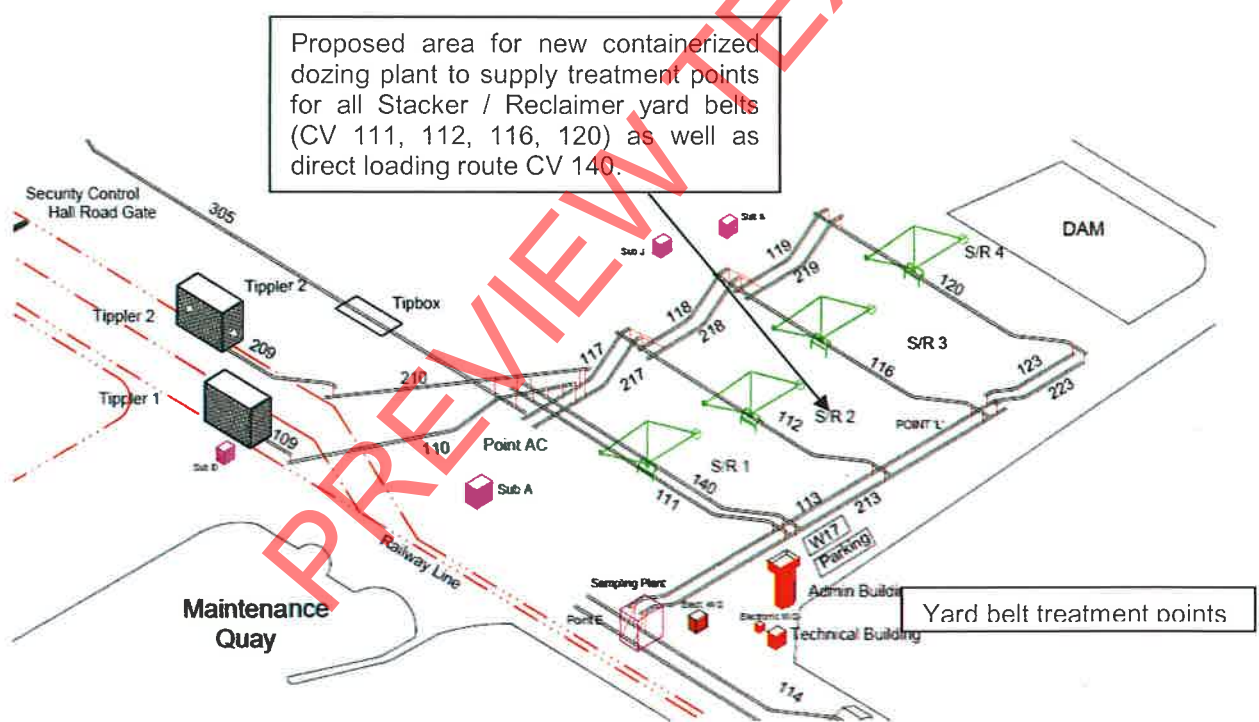


Figure 6: Containerized dosing plant with additional treatment points

With option 3 it will be possible to use less water but use the water more effectively by allowing the product to run through different transfer points to firstly expose the dry layers of Iron Ore and then wet the product accordingly. This option accommodates the Terminals belt speed and high quantity of Iron Ore being transported on the conveyors. Instead of trying to treat the Iron Ore at a single location this option takes the approach of progressive treatment. If executed correctly this option has the additional benefit of minimising excessive water usage which means less water the conveyors routes and also sludge at the shipside.

16.3 Best identified option.

From the above discussed options, option 3 is the best option as this will result in the most effective treatment of the Iron Ore.

17. Risks

The high level project risks are mainly related to coordination of the activity and availability of areas. It will require attention to detail.

Installation progress can be hindered by cancelation of maintenance windows.

18. Applicable Standards (Owner / or Other)

General

- SBH 9/2/8: Corrosion protection specification [Version 20]
- SBH 9/2/9: General requirements and conditions [Version 9]
- SBH 9/2/14: SHE specification for issuing with engineering projects [Version 1]
- BTS SHEQ PRO 021: SHE Contractor specifications
- OHS Act (Occupational Health & Safety Act) and Regulations 85 of 1993
- National and international standards as applicable, e.g. ISO, ANSI, BS, SANS etc.

19. Time frame for Project Execution

This project must be completed by 31 December 2016

20. Time Frame for FEL Phase Completion

- FEL 3: April 2016 to July 2016
- FEL 4: September 2016 to February 2017

21. Study Deliverables and Formats

The FEL 3 stage will be required to generate the following deliverables:

- Client allowable moisture content for all grades of Iron ore currently used by the Terminal
- Approval of the suggested chemical to be used
- Cost estimate for FEL 4 stage (Project Execution)
- Project implementation schedule
- NEC 3 Contract to be used during FEL 4

- Tender documents to be used during FEL 4 stage
- Project procurement and implementation Strategy Project Risk Register
- Project Execution Plan (PEP)
- Business Case
- FEL 3 report containing layout drawings of all new equipment. Operation manuals for suggested equipment and parts. Control philosophy approved by the Terminal's Engineering, Maintenance and Operations department. The FEL 3 study must also cover safety and quality aspects for the FEL 4 stage.

22. Health and safety

- 22.1 The *Consultant's* attention is directed to the Health and Safety Specification TFR-ISM-RN-R&C-FM009, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended (with particular emphasis to the Construction Regulation GN No. R1010 of 18 July 2003 as amended) and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.
- 22.2 The *Consultant* shall adhere to any health and safety instruction issued by the *Employer* and shall communicate such instructions to any workers, drillers or operator of equipment which they may engage. Particular care shall be exercised when working in the vicinity of railway lines.
- 22.3 Work on, over, under or adjacent to the railway line shall generally be carried out in accordance with specification E7/1.
- The *Consultant* shall take particular care in working in close proximity to high voltage equipment and shall only use suitable non-conductive (wood or plastic) equipment where there is a risk of such equipment coming into contact with overhead high voltage lines.
- 22.4 Where required by the *Employer*, the *Consultant's* staff and casual employees shall attend a health and safety induction course prior to commencing the services on a site and wear the required protective clothing.
- 22.5 The *Consultant's* staff shall as a minimum wear reflective vests and safety boots when on site.
- 22.6 The *Consultant* shall ensure that sufficient notice boards/indications are provided to warn other users of the site or roads about the survey work.
- 22.7 A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.

23. Quality

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of Transnet Freight Rail.

24. Facilities and equipment to be provided by the Employer

No facilities or equipment will be provided by the Employer

25. Procurement

25.1 The *Consultant's* invoices

25.1.1 When the *Employers Agent* certifies payment (see PSC Clause 50) following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission.

25.1.2 The invoice must correspond to the *Employers Agent's* assessment of the amount due to the *Consultant* as stated in the payment certificate.

25.1.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Consultant's* VAT Number; and
- The Contract number CPT 1216357.001

25.1.4 The invoice contains the supporting detail.

25.1.5 The invoice is presented either by post or by hand delivery.

25.1.6 Invoices submitted by post are addressed to:
Transnet Freight Rail
P.O. Box 338
Kasselsvlei
7535

For the attention of the *Employers Agent* – Darren Cupido, Transnet Freight Rail

25.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail
Off Robert Sobukwe Road
Behind Transnet Park
Bellville South

For the attention of the *Employers Agent* – Darren Cupido, Transnet Freight Rail

25.1.8 The invoice is presented as an original.

26. People

26.1 BBBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad Based Black Economic Empowerment recognition levels and score preferencing points are as follows:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

The work to be carried out is in the Saldanha Iron Ore Harbour within an access controlled area. The site is a high security area and access to the site will be controlled. Prior arrangements to be made with Transnet Port Terminal security for the issuing of access permits for the *Contractor's* staff and vehicles for the duration of the construction period.

The works will entail numerous site visits to inspect the conveyor systems which will house the Spraying systems

1.2. Hidden and other services within the site

It is important to note that the site is an operational area and only adequate coordination of critical items may take place.

1.3. Details of existing buildings / facilities which *Contractor* is required to work on

N/A – Inspections only

PREVIEW TEXT