NEC3 Engineering Construction Contract (ECC)

entered into by and between

Transnet SOC Ltd
Registration Number 1990/000900/30
(hereinafter referred to as the "Employer")

and

Registration Number
(hereinafter referred to as the "Contractor")

Description of the Works: Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate

Contract Number 3737363.55C
Issue Date 15 November 2018
Clarification Meeting 19 November 2018 @ 12:00
Closing Date 23 November 2018
Closing Time 12h00 PM
Bid Validity Period 90 Business Working Days from Closing Date
CONTRACT DOCUMENTS

Form of Offer & Acceptance
Contract Data
   Part One – Data provided by the Employer
   Part Two – Data provided by the Contractor
Conditions of Contract (3rd Edition – available separately)
Pricing Data
Scope of Work
SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO BID

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLLECT DOCUMENTS FROM</td>
<td>Not applicable</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>compulsory clarification meeting with representatives of the Employer will take place at: 9 Country Estate Drive, Waterfall Business Estate on Monday the 19 November 2018 @ 12:00 am.</td>
</tr>
</tbody>
</table>

CLOSING DATE
12:00 PM on Friday, 23 November 2018
Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

VALIDITY PERIOD
90 Business Working Days from Closing Date
Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.

2. FORMAL BRIEFING

A compulsory Tender briefing will be conducted Monday on the 19 November 2018, at 12:00 am [10 O’clock] for a period of ± 2 (two) hours at 9 Country Estate Drive, Waterfall Business Estate. [Tenderers to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

2.1 A Certificate of Attendance in the form set out in the Returnable Schedule T2.2-15 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenders are required to bring this Returnable Schedule T2.2-15 (attached to the Tender document) to the briefing session to be signed by the Employer's Representative.

2.2 Tenderers failing to attend the compulsory tender briefing will be disqualified.

2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
3. TENDER SUBMISSION

Tender Offers must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Group Capital Acquisition Council
RFP No: 3737363.55C
Description: Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate

Closing date and time: Friday, 23 November 2018 at 12:00
Closing address: Transnet Group Capital

Ground Floor
Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

All envelopes must reflect the return address of the Respondent on the reverse side.

4. DELIVERY INSTRUCTIONS FOR TENDER

4.1. Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at Ground Floor, 9 Country Estate Drive, Waterfall Business Estate and must be addressed as follows:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
Ground Floor
Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 0 above.
4.2 **Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Group Capital Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
Ground Floor
Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

4.3 If tender offers are not delivered as stipulated herein, such tenders will not be considered.

4.4 No email or faxed tenders will be considered, unless otherwise stated herein.

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

4.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

5. **National Treasury's Central Contractor Database**

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

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

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND INTENTION TO TENDER
(To be returned within 5 days after receipt)

FAX TO: Transnet Group Capital  Project  3737363
Attention: Nnemo Pyana  No.: 
Email: nnemo.pyana@transnet.net  Tender  3737363.55C
No.: 
Closing  23 November 2018
Date

For: Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate

We: Do wish to tender for the work and shall return our tender by the due date above
   Do not wish to tender on this occasion and herewith return all your documents received.

Check
Yes ☐
Yes ☐

REASON FOR NOT TENDERING:

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

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

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

SIGNATURE:____________________________________________________________

TITLE:____________________________________________________________

March 2015

Page 4 of 4

Part T1: Tendering procedures
T 1.1: Tender Notice and Invitation to Tender
T1.2 Tender Data


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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Employer is Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Employer comprise:</td>
</tr>
<tr>
<td></td>
<td><strong>Part T: The Tender</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part T1: Tendering procedures</strong></td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td><strong>Part T2: Returnable documents</strong></td>
</tr>
<tr>
<td></td>
<td>T2.1 List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 Returnable schedules</td>
</tr>
<tr>
<td></td>
<td><strong>Part C: The contract</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part C1: Agreements and contract data</strong></td>
</tr>
<tr>
<td></td>
<td>C1.1 Form of offer and acceptance</td>
</tr>
<tr>
<td></td>
<td>C1.2 Contract data (Part 1 &amp; 2)</td>
</tr>
<tr>
<td></td>
<td><strong>Part C2: Pricing data</strong></td>
</tr>
<tr>
<td></td>
<td>C2.1 Pricing instructions</td>
</tr>
<tr>
<td></td>
<td>C2.2 Activity schedule</td>
</tr>
<tr>
<td></td>
<td><strong>Part C3: Scope of work</strong></td>
</tr>
<tr>
<td></td>
<td>C3.1 Works Information</td>
</tr>
<tr>
<td>F.1.4</td>
<td>The Employer's agent is: Regional Procurement Manager</td>
</tr>
<tr>
<td></td>
<td>Name: Matsietsi Ramalitsi</td>
</tr>
</tbody>
</table>

March 2015
F.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. **Stage One— Eligibility with regards to attendance at the compulsory clarification meeting:**

An authorised representative of the tendering entity must attend the compulsory clarification meeting in terms F.2.7 below.

2. **Stage Two— Functionality:**

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

Any tenderer that fails to obtain the minimum qualifying score for functionality will be regarded as an unacceptable tender.

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

The minimum qualifying for score for functionality is 50 points.

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 register 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 register. Tenderers are also required to bring their RFP document to the briefing session and have their returnable document **T2.2-15 certificate** of attendance signed off by the Employer’s authorised representative.

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, plus 1 (One) copy and shall be in the **English Language**.

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

<table>
<thead>
<tr>
<th>Location of tender box</th>
<th>GROUND FLOOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9 COUNTRY ESTATE DRIVE</td>
</tr>
<tr>
<td></td>
<td>BUSINESS WATERFALL ESTATE</td>
</tr>
<tr>
<td></td>
<td>MIDRAND</td>
</tr>
<tr>
<td></td>
<td>1662</td>
</tr>
</tbody>
</table>

March 2015
(TRANSNET GROUP CAPITAL)

Physical address: 9 COUNTRY ESTATE DRIVE
                 BUSINESS WATERFALL ESTATE
                 MIDRAND
                 1662

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number: 3737363.55C
- The Tender Description: Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate

The measurements of the "tender slot" are 400mm wide by 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required. **NO LATE TENDERS WILL BE ACCEPTED**

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 **90 Business working days** after the closing date.

F.2.18 Provide, on request by the Employer, any other material information 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 of submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS PIN to verify Tenderers compliance status:**
2. A valid certified SANAS accredited B-BBEE verification certificate, and
3. Certified Letter of Good Standing with the Workmen's compensation fund

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

F.3.4 The time and location for opening of the offers are:
Time: **12:00pm on the 23 November 2018**
Location: Transnet Group Capital, Ground Floor, 9 Country Estate Drive, Waterfall Business Estate

F.3.11.1 The minimum number of evaluation points for functionality is: **50**

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference):
Only those tenderers who attain the minimum number of evaluation points for Quality (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.

**Functionality Criteria**

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>T2.2-22 Health and safety plan</strong></td>
<td></td>
</tr>
<tr>
<td>• Valid letter of good standing with insurance body.</td>
<td>2</td>
</tr>
<tr>
<td>• Signed statement acknowledging receiving and budget provision for SHE pack requirements.</td>
<td>2</td>
</tr>
<tr>
<td>• Safety Management Plan</td>
<td>2</td>
</tr>
<tr>
<td>• CV’s, Roles &amp; responsibilities and competency of legal appointments</td>
<td>4</td>
</tr>
<tr>
<td>- Sec 16.2</td>
<td></td>
</tr>
<tr>
<td>- Supervisor/s</td>
<td></td>
</tr>
<tr>
<td>- First Aider</td>
<td></td>
</tr>
<tr>
<td>- Safety Officer/Rep</td>
<td>2</td>
</tr>
<tr>
<td>• Safety, Health &amp; Environmental Policies</td>
<td></td>
</tr>
<tr>
<td>• Construction Safety File (Index) and Construction Safety Work Method Statement</td>
<td>2</td>
</tr>
<tr>
<td>• Method Statement</td>
<td>6</td>
</tr>
</tbody>
</table>

| **T2.2-25 Previous Experience**               |           |
| Evidence of previous Projects completed with project values with contactable references |           |
| • At least 3 projects where similar works were undertaken |           |
| • Completion certificates for previous projects must be attached as proof | 60        |

**Company profile**

• Firms shall have at least 3 years + in business industry

| **T2.2-20 Quality**                           |           |
| Project Specific Quality Plan for the contract. | 10        |
| Valid ISO 9001 certification or a letter of Compliance by an accredited certification body. | 10        |
| Index / list of procedures and method statements to be used during the contract. |           |
| Audit Schedule for internal and external audits during the contract. |           |
**Project specific Quality Control Plan**
Typical data book index

Project specific Quality data book index.

A signed Quality Policy based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:

There must be a clear link to the communications plan, organisational structure, systems and methodology for executing such services.

| Maximum possible score for quality | 100/50 |

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

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

- T2.2-20 Quality
- T2.2-22 Health and safety plan
- T2.2-25 Previous Experience

The minimum number of evaluation points for functionality is **50**

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9)

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

---

**F.3.11.7** The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of \( W_i \) is:

90 where the financial value of one or more responsive tenders received have a value above R 50 million, inclusive of all applicable taxes.

Up to 100 minus \( W_i \) 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 BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.

(Should the BBBEE rating not be provided, Transnet reserves the right to award no points. 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.)
Tender offers will only be accepted if:

a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. **Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderers compliance status;**

b) the tenderer submits a Letter of Intent from a bank or an insurer undertaking to provide the Performance Bond to the format included in Part T2.2-18 (Form of Intent to Provide a Performance Guarantee) of this procurement document;

c) 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;

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

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

f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;

g) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

h) the tenderer fully and properly completes T2.2-34 Supplier Declaration Form

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

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

<table>
<thead>
<tr>
<th>Held at:</th>
<th>9 Country Estate Drive, Waterfall Business Estate, Jukskei View</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td></td>
</tr>
<tr>
<td>Starting time:</td>
<td></td>
</tr>
</tbody>
</table>

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 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’s Representative to request clarification of the tender documents until no later then five working days before the tender closing time stated in the Tender Data.
Description of Works: Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capacity</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capacity</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nnemo Pyana</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capacity</th>
<th>Date &amp; time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Officer</td>
<td></td>
</tr>
</tbody>
</table>
T2.2-20: Quality Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers as stated above and should include but not be limited to:

1. Project Specific Quality Plan for the contract.
2. Valid ISO 9001 certification or a letter of Compliance by an accredited certification body.
3. Index / list of procedures and method statements to be used during the contract.
4. Audit Schedule for internal and external audits during the contract
5. Project specific Quality Control Plan
6. Typical data book index
8. A signed Quality Policy based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:

There must be a clear link to the communications plan, organisational structure, systems and methodology for executing such services.

The scoring will be as follows:

Attached submissions to this schedule:


Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
T2.2-22: Evaluation Schedule: Health and Safety Plan

Submit the following documents as a minimum with your tender:

- Valid letter of good standing with insurance body.
- Signed statement acknowledging receiving and budget provision for SHE pack requirements.
- Safety Management Plan
- CV's, Roles & responsibilities and competency of legal appointments
  - Sec 16.2
  - Supervisor/s
  - First Aider
  - Safety Officer/Rep
- Safety, Health & Environmental Policies
- Construction Safety File (Index) and Construction Safety Work Method Statement
- Method Statement

Attached submissions to this schedule:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Health and Safety submitted by the Tenderer:

**The scoring of the Tenderer’s Health and safety requirements will be as follows:**

<table>
<thead>
<tr>
<th>Points</th>
<th>6</th>
<th>4</th>
<th>2</th>
<th>4</th>
<th>2</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 0</td>
<td>The Tenderer has submitted no information or inadequate information to determine a score.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Score 20</td>
<td>SHE system for project, 1 of the 5 key policy components are recognized and meet the Employer’s requirement and Valid letter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Roles and responsibilities do not meet the Occupational health and safety Act as per proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key responsible persons are not included on training matrix as per proposed</td>
</tr>
<tr>
<td>Information supplied is totally insignificant/inaequate to achieve the required</td>
</tr>
<tr>
<td>Information supplied is totally insignificant/inaequate to achieve the required</td>
</tr>
</tbody>
</table>

September 2016
| Score 40 | SHE system for project, 2 of the 5 key policy components are recognized and meet the *Employer's* requirement and Valid letter of good standing with insurance body. | Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TCP health and safety specification. | Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel and SHE Bill of Quantity not addressing project. | Poor response/answering/solution lacks convincing evidence, medium risk that stated *employer's* requirements will not be met. | Poor response/answering/solution lacks convincing evidence, medium risk that stated *Employer's* requirements will not be met. |
| Score 60 | SHE system for project, 3 of the 5 key policy components are recognized and meet the *Employer's* requirements and Valid letter of good standing with insurance body. | Satisfactory response on roles and responsibilities as per Employer’s requirements. | Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most | Satisfactory response/answering/solution to the particular aspect of the requirement, evidence given that the stated *Employer's* | Satisfactory response/answering/solution to the particular aspect of the requirement, evidence given that the stated |
| Score 80       | SHE system for project, 4 of the five key policy components are recognized and meets the *Employer's* requirements and Valid letter of good standing with insurance body. | Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TCP health and safety specification. | Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TCP health and safety specification and SHE Bill of Quantity is Good. | Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated *Employer's* requirements. | Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated *Employer's* requirements. | Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated *Employer's* requirements. |
**Score 100**

| SHE system for project. All 5 key policy components are recognized and meets the Employer's requirements and Valid letter of good standing with insurance body. |
| Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TCP Health and Safety Management Specification. |
| Training matrix include Management and all employees/personnel in the project. Training matrix had been signed by responsible personnel and SHE Bill of Quantity is addressing all projects SHE costs. |
| Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements. |
| Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements. |

*The measure of the ability of the tenderer to undertake the project and complete it within the health and safety specification provided.*

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.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tenderer

---

September 2016

Page 5 of 5

Part T2: Returnable Schedules
T2.2-22: Health and Safety Plan
T2.2-25: Previous Experience

Note to tenderers:
Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, their design, installation and commissioning capability. Amongst others, the contractor needs to provide information related to the following:

Evidence of previous Projects completed with project values with contactable references

- At least 3 projects where similar works were undertaken
- Completion certificates for previous projects must be attached as proof

Company profile

- Firms shall have at least 3 years + in business industry

Index of documentation attached to this schedule:

Signed __________________________ Date __________________________

Name __________________________ Position __________________________

Tenderer __________________________
T2.1 List of Returnable Schedules

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

   T2.2-15 Stage One as per CIDB: Eligibility Criteria Schedule - Certificate of attendance at tender clarification meeting

2. These schedules will be utilised for Technical/Functionality evaluation purposes – Stage Two as per PPPFA:

   T2.2-20 Evaluation Schedule: Quality
   T2.2-22 Evaluation Schedule: Health and Safety Requirements
   T2.2-25 Evaluation Schedule: Previous experience

3. General Returnable Schedules

   T2.2-3 Risk Elements
   T2.2-8 Schedule of proposed Subcontractors
   T2.2-9 Insurance provided by the Contractor
   T2.2-14 Authority to submit tender
   T2.2-16 Record of addenda to tender documents
   T2.2-17 Compulsory Enterprise Questionnaire
   T2.2-27 Broad-Based Black Economic Empowerment (B-BBEE) and Socio-Economic obligations
   T2.2-31 Integrity Pact
   T2.2-33 Non-Disclosure Agreement
   T2.2-34 Supplier Declaration Form
   T2.2-36 Tender Declaration Form
   T2.2-38 Declaration of Understanding (Environmental and Health & Safety)
   T2.2-39 Supplier Development Declaration
   T2.2-40 Supplier Development Plan – Annexure B
   T2.2-43 RFP – Breach of Law
   T2.2-50 B-BBEE Preference Points Claim Form
   T2.2-51 Certificate of Acquaintance with Tender Documents
4. C1.1: Offer portion of Form of Offer & Acceptance

5. C1.2: Contract Data Part 2: Data by Employer and Contractor

6. C2.2: Activity Schedule
T2.2-3: Risk Elements

Tenderers to review the potential risk elements associated with the Project. The risk elements are to be listed separately in this Schedule. If No Risks are identified “No Risks” must be stated on this schedule.

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

---

Signed
Date

Name
Position

Tenderer
**T2.2-8: Schedule of Proposed Subcontractors**

We notify you that it is our intention to employ the following subcontractors 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.

<table>
<thead>
<tr>
<th>Name and address of proposed Subcontractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with Subcontractor</th>
<th>B-BBEEE Level Certificates to be attached</th>
<th>Value of subcontracted Work (excl. 15% Vat)</th>
<th>% Ownership Black Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed

Name

Position

Tenderer

September 2016
T2.2-9: Insurance provided by the *Contractor*

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

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

<table>
<thead>
<tr>
<th>Insurance against (See clause 84.2 of the ECC)</th>
<th>Name of Insurance Company</th>
<th>Cover</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of or damage to the <em>works</em>, Plant and Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loss of or damage to Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for loss of or damage to property (except the <em>works</em>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <em>Contractor</em>) caused by activity in connection with this contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to employees of the <em>Contractor</em> arising out of and in the course of their employment in connection with this contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Other)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed __________________________  Date __________________________

Name __________________________  Position __________________________

Tenderer __________________________

September 2016  Part T2: Returnable Schedules
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.

<table>
<thead>
<tr>
<th>A - COMPANY</th>
<th>B - PARTNERSHIP</th>
<th>C - JOINT VENTURE</th>
<th>D - SOLE PROPRIETOR</th>
</tr>
</thead>
</table>

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

September 2016
TRANSNET GROUP CAPITAL  
Enquiry Number: 3737363.55C  
Description of Works: Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC  
Offices in Waterfall Business Estate

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>Address</th>
<th>Authorising signature, name (in caps) and capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor
**T2.2-16: 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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Identity number</th>
<th>Personal income tax number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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

Name

Enterprise name

Date

Position
T2.2-27: BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND
SOcio-ECONOMIC OBLIGATIONS

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

Tenderers are required to complete Section 7 [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. Tenders 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.

<table>
<thead>
<tr>
<th>Enterprise</th>
<th>Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>QSE</td>
<td>Certificate issued by accredited verification agency</td>
</tr>
<tr>
<td></td>
<td>Certificate issued by an approved auditor</td>
</tr>
<tr>
<td></td>
<td>Sworn Affidavit (only black-owned EMEs - 51% to 100% Black owned)</td>
</tr>
<tr>
<td>EME</td>
<td>Certificate issued by accredited verification agency</td>
</tr>
<tr>
<td></td>
<td>Certificate issued by an approved auditor</td>
</tr>
<tr>
<td></td>
<td>Sworn Affidavit</td>
</tr>
<tr>
<td></td>
<td>Certificate issued by CIPC (formerly CIPRO</td>
</tr>
<tr>
<td></td>
<td>Auditor or Accounting Officer (only in terms of 2007 Codes)</td>
</tr>
</tbody>
</table>

5.1 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 Respondents 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.

Tenders are to note the requirements for B-BBEE compliance of JVs or consortia as required by Section 7 [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.

5.2 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.

- First preference should be given to companies with 100% ownership by designated groups;
- Second preference should be given to companies with less than 100% but greater than 51% ownership by designated groups;
- Final preference should be given to companies with less than 51% ownership by designated groups but are South African owned.

If contemplating subcontracting, please note that a Tenderer will not be awarded points for B-BBEE if it is indicated in its Tender 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.
5.3 **B-BBEE Improvement Plan**

Transnet encourages its Approved List of Service Provider(s) to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan.

In the event that tenderers qualify to be placed on the list of approved EPCM service providers and are awarded a contract by Transnet, they will be requested to indicate the extent to which they will maintain or improve their Black Ownership (B.O) element of the B-BBEE status over the contract period to meet the required Transnet target B.O.

Bidders with less than 51% black ownership are requested to commit to transform their business to be at least 51% (fifty one percent) black owned within 1 (one) year. Failure for bidders to comply with this may result in suspension from the list until such time as they improve their black ownership to 51%.

5.4 **Supplier Development Initiatives**

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government’s development objectives for South Africa.

Transnet fully endorses and supports Government’s economic policies through its facilitation of Supplier Development [SD] initiatives. As this (the first phase) RFP is to frame an approved list, there will be a second phase where Transnet will issue individual RFP’s to the market for specific work packages. SD responses will be evaluated as part of the second phase and as such, no SD evaluation will take place in this first phase. The aim of the revised approach to Supplier Development is intended to ensure that TCP maximises the value and impact of Supplier Development initiatives executed on its projects. Bidders are however required to be aware that they will be required to adhere to Supplier Development obligations stipulated by TCP, as and when bids are solicited from the approved list. These obligations may include, but are not limited to, Transnet prescribing the required Joint Venture or Subcontracting portions and value to be added in terms of the contractor and subcontractor agreements (this may include a number of skills development and job creation requirements [please refer to Section 9, paragraph 1.2a for a full list of potential SD requirements]). The intention of this is to ensure that subcontractors add value, improve their skills and increase their experience in order to be able to tender as a standalone party in future engagements.
Transnet reserves the right to use Supplier Development as an objective criterion to justify the award of business to a bidder other than the highest scoring bidder. All Respondents are therefore advised that Transnet may decide at its sole discretion to use SD as an objective criteria on the following basis:

- The extent by which bidders are prepared to exceed the minimum SD prequalification threshold to be stated in each of the subsequent award of work RFP's.

In order to maximise compliance to SD requirements, the suppliers will be required to submit auditable SD reports against the signed requirements on a project by project basis. Transnet reserves the right to complete audits of these reports as well as the suppliers business to ensure that SD commitments are delivered as agreed.
T2.2-31 Integrity Pact

Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder 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 Bidder / Supplier / Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")
TRANSPORT GROUP CAPITAL
Enquiry Number: 3737363.55C
Description of Works: Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC
Offices in Waterfall Business Estate

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder’s / Supplier’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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

September 2016

Service Provider Integrity Pact
Private & Confidential
3 OBLIGATIONS OF THE BIDDER / SUPPLIER

3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:

a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, 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 R1 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 Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

e) a Bidder / Supplier 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 Bidder / Supplier 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 bid 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 Bidder / Supplier 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 Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

3.8 The Bidder / Supplier 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 Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

d) Anti-Corruption
   • Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.
4 INDEPENDENT BIDDING

4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully 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 Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted 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.

4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;
e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
f) bidding with the intention of not winning the Bid.

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 Bid relates.

4.5 The terms of the Bid as submitted 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.

4.6 Bidders 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 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.

5 DISQUALIFICATION FROM BIDDING PROCESS

5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder’s / Supplier’s application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.

5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

6.1 All the stipulations on 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 and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity’s details will be placed on National Treasury’s Database of Restricted Suppliers for the specified period of exclusion.

6.3 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.

6.4 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.

6.5 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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

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

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

c) has carried out any contract resulting from such bid 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;
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.

6.7 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 Register of Tender Defaulters.

6.8 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 Bidder / Supplier 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 Bidder’s / Supplier’s database or any bidding process.

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Bidder / Supplier; and

f) Exclude the Bidder / Supplier from entering into any bid 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 bidding / 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 bid committee member or any person involved in the sourcing
process must be declared in a prescribed form.

9.3 If a Bidder / Supplier 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 bid which will be
   considered for the bid process, the Bidder / Supplier:
   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 Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders /
     Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 supplier make a false statement either in giving evidence or on an affidavit;
     c) Scurrilous allegations: where a supplier makes allegations regarding a senior Transnet
        employee which are without proper foundation, scandalous, abusive or defamatory; and
     d) Abuse of court process: when a supplier abuses the court process in order to gain a competitive
        advantage during a bid process.

11 GENERAL

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of
     South Africa.
11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

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

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

11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.
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 Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate ("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
T2.2-34: Supplier Declaration Form

Transnet Supplier Declaration / Application

THE FINANCIAL DIRECTOR OR COMPANY SECRETARY OR OWNER/TRUSTEE/PARTNER, ETC.:

Transnet Vendor Management has received a request to load your company onto the Transnet vendor database. Please furnish us with the following to enable us to process this request:

a) Complete the "Supplier Declaration Form" (SDF) on all pages of this letter
b) Original cancelled cheque OR certified letter from the bank verifying banking details (with bank stamp and on bank letterhead)
c) **Certified** copy of Identity document of Shareholders / Directors / Members / Owner(s) (where applicable)
d) **Certified** copies of the relevant company registration documents / IT Trust Certificate / Partnership Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)
e) **Certified** copies of the company's shareholding director's portfolio
f) A letter with the company's letterhead confirming physical and postal addresses as well as contact details
g) **Original** copy of SARS Tax Clearance certificate and **certified copy** of VAT registration certificate (where VAT registered)
h) If your business entity is not registered for VAT, please submit an original Affidavit (refer to further details on the SDF
i) A valid and original B-BBEE verification certificate / sworn affidavit or certified copy thereof meeting the requirement for B-BBEE compliance as required by the B-BBEE Codes of Good Practice
j) A **certified** letter signed by a physician confirming the disability, where applicable
k) **Certified** (valid) IRP 30 exemption certificate (Labour Brokers), where applicable
l) A **certified** copy of a recent months EMP 201 form where applicable
m) A **certified** declaration that more than 2 employees are on a full-time basis employed – refer to the SDF for further information in this regard

Failure to submit the above documentation will delay the vendor creation 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.

**Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents and annexure mentioned above to the Transnet Official who is intending to procure your company's services / products**

Transnet is expecting from its supplier's to timely renew their Tax Clearance and B-BBEE certificates annually. Failure in doing so will result in the blocking of vendor accounts of non-compliant suppliers.
## Supplier Declaration Form

<table>
<thead>
<tr>
<th>Company Trading Name</th>
<th>Company Registered Name</th>
</tr>
</thead>
</table>

**Did your company previously operate under another name?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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

(a) **Trading Name**

(b) **Registered Name**

(c) **Company Registration No Or ID No If a Sole Proprietor**

(d) **Form of entity**

| CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |

Please indicate your current company’s VAT Registration status into (a), (b) and (c) below:

(a) **VAT Registration Number**

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

(c) **If your business entity is not VAT Registered, please submit a sworn affidavit (Appendix I) as per attached example. The affidavit must be the original version. Your Non VAT Registration must be confirmed annually.**

<table>
<thead>
<tr>
<th>Bank Name / Branch Code</th>
<th>Bank Account Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Physical Address</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Postal Address</td>
<td>Code</td>
</tr>
<tr>
<td>Company Telephone number</td>
<td></td>
</tr>
<tr>
<td>Company Fax Number</td>
<td></td>
</tr>
<tr>
<td>Company E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>Company Website Address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Contact Person Name</th>
<th>Designation</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Most recent Financial Year’s Annual Turnover</th>
<th>&lt;R1Million</th>
<th>R1-R10Million</th>
<th>R10-R50Million</th>
<th>&gt;R50Million</th>
</tr>
</thead>
</table>

**Is your company a Labour Broker?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Main Product / Service Supplied e.g. Stationery / Consulting etc.**

**How many personnel does the business enterprise employ?**

<table>
<thead>
<tr>
<th>Full Time</th>
<th>Part Time</th>
</tr>
</thead>
</table>

Please Note: Should your business enterprise employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit (Appendix II) as per attached example.
**BBBEE Ownership Details**

<table>
<thead>
<tr>
<th>Does your company have a valid BBBEE certificate?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is your broad based BEE status (Level 1 to 9 / Unknown)</td>
<td>% Black Ownership</td>
<td>% Black women ownership</td>
</tr>
</tbody>
</table>

**Transnet B-BBEE Department**
Contact Person
Contact number

**Duly Authorised To Sign For And On Behalf Of Firm / Organisation**

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Stamp And Signature Of Commissioner Of Oath**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Telephone No</td>
</tr>
</tbody>
</table>
TRANSNET GROUP CAPITAL
Enquiry Number: 373763.55C
Description of Works: Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC
Offices in Waterfall Business Estate

Internal Transnet Departmental Questionnaire (For Office Use Only)

<table>
<thead>
<tr>
<th>Company Trading Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Registered Name</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TFR</th>
<th>TFR RME</th>
<th>TE</th>
<th>TPT</th>
<th>TPL</th>
<th>TNPA</th>
<th>TRN PROP</th>
<th>TRN TCC</th>
<th>TRN FOUN</th>
<th>TRN TCP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create</td>
<td>Amend</td>
<td>Block</td>
<td>Unblock</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extend</td>
<td>Delete</td>
<td>Undelete</td>
<td>Once-Off / Emergency</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

PLEASE NOTE THAT PARAGRAPHS (A) TO (C) 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

(a) What is being procured from the supplier?

<table>
<thead>
<tr>
<th></th>
<th>Products Only</th>
<th>Services Only</th>
<th>Labour Only</th>
<th>Mix of Products and Services</th>
<th>Services and Labour</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b) If your answer is YES to any one of the questions in paragraph (a) 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, and should also be attached.

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labour broker without IRP30 exemption certificate</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Labour broker with IRP30 exemption certificate</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Personal Service Provider</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Independent Contractor</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

None of the above apply, state reason

If PAYE to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared in rendering services to Transnet on the 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.
TRANSNET GROUP CAPITAL
Enquiry Number: 3737363.55C
Description of Works: Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate

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

<table>
<thead>
<tr>
<th>Vendor Approval Official's Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Tel No</td>
</tr>
</tbody>
</table>

A. Internal Document Checklist

<table>
<thead>
<tr>
<th>Document List</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Complete Supplier Declaration Form (SDF)</td>
<td></td>
</tr>
<tr>
<td>2) Verification of banking details: Original cancelled cheque or Letter from the bank (with bank stamp)</td>
<td></td>
</tr>
<tr>
<td>3) Certified copy of identity document of Shareholders / Directors / Members / Youth / Disabled persons owned</td>
<td></td>
</tr>
<tr>
<td>4) A certified letter signed by a physician confirming the disability.</td>
<td></td>
</tr>
<tr>
<td>5) Certified copies of the relevant company registration documents / IT Trust Certificate / Partnership Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)</td>
<td></td>
</tr>
<tr>
<td>6) Certified copy of share certificates of Shareholders</td>
<td></td>
</tr>
<tr>
<td>7) A letter with the company’s letterhead confirming physical and postal addresses</td>
<td></td>
</tr>
<tr>
<td>8) Original or certified copy of a valid SARS Tax Clearance certificate or Original or certified copy of a valid IRP 30 exemption certificate or Sworn affidavit (Appendix 1)</td>
<td></td>
</tr>
<tr>
<td>9) Confirmation of most recent annual turnover</td>
<td></td>
</tr>
<tr>
<td>10) Original or certified copy of a letter from the Auditor / Accountant; AND / OR B-BBEE certificate and detailed scorecard from Accredited rating agency (SANAS)</td>
<td></td>
</tr>
<tr>
<td>11) A copy of a recent months EMP 201 form</td>
<td></td>
</tr>
<tr>
<td>12) Declaration that at least 3 employees are on a full time basis (Appendix II)</td>
<td></td>
</tr>
<tr>
<td>13) Declaration in terms of 80% of income</td>
<td></td>
</tr>
</tbody>
</table>

Document Name: Vendor Master, Trade Vendor Management Procedure
Classification:
Date:

REF:
Revision: Version 4.1
Page 5 of 5
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.

September 2016
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____

<table>
<thead>
<tr>
<th>For and on behalf of</th>
<th>AS WITNESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>______________________</td>
</tr>
<tr>
<td>duly authorised thereto</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Position:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place:</td>
</tr>
</tbody>
</table>

September 2016

Part T2: Returnable Schedules
T2.2-36: TENDER Declaration Form
T2.2-38 : DECLARATION OF UNDERSTANDING

<table>
<thead>
<tr>
<th>PROJECT NAME:</th>
<th>DOCUMENT NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NO:</td>
<td>DATE:</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>CONTRACT NO:</td>
</tr>
</tbody>
</table>

I,

(Name)  (Designation)

(Representing)

Declare that I have read and understand the contents of the Construction Environmental Management Plan (ENV-STD-001 Rev02) refer to Annexure C – Environmental, and associated documents for the above mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed

Signature  Date

Place

Witness 1:

Signature  Date

Witness 2:

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

**NB:** BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. **GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50m (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50m (all applicable taxes included).

1.2 The value of this bid is estimated to be less than R50m (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMES and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. **DEFINITIONS**

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

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

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

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

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

(f) "CIPC" means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

(g) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(h) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(i) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

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

(k) "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 or 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;

(l) "functionality" means the measurement according to predetermined norms, as set out in the bid 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 bidder;

(m) "non-firm prices" means all prices other than "firm" prices;

(n) "person" includes a juristic person;

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

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

(q) "sub-contract" means the primary contractor's assigning, leasing, 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;

(r) "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 Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(s) "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

(t) "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 bidder obtaining the highest number of total points will be awarded the contract.

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 must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one 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 bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20**

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

\[ Ps = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

- \( Ps \) = Points scored for comparative price of bid under consideration
- \( Pt \) = Comparative price of bid under consideration
- \( P_{\text{min}} \) = Comparative price of lowest acceptable bid

5. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>
5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

5.3 QSEs that are at least 51% Black owned or higher 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.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.

5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.6 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 bid.

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

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: ... = ..........(maximum of 20)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.)
8. SUB-CONTRACTING

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

(Tick applicable box)

[ ] YES [ ] NO

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: .........................%

ii) The name of the sub-contractor: .........................................................

iii) The B-BBEE status level of the sub-contractor: .....................................

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

[ ] YES [ ] NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: .................................................................

9.2 VAT registration number: ................................................................

9.3 Company registration number: .........................................................

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[Tick Applicable Box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

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

9.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[Tick Applicable Box]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) 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, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hears the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

<table>
<thead>
<tr>
<th>WITNESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ..............................</td>
</tr>
<tr>
<td>2. ..............................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE: ............................</td>
</tr>
<tr>
<td>ADDRESS: ..........................</td>
</tr>
</tbody>
</table>

September 2016
Page 6 of 6
Part T2: Returnable Schedule
T2.2-50: BBBEE Preference Points Claim Form
T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

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

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

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) has been requested to submit a Tender in response to this Tender invitation;
   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

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

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where Services will be rendered [market allocation]
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a Tender;
   e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
   f) Tendering with the intention not winning the Tender.

September 2016
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.

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

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

SIGNED at ______________________ on this ______ day of ______________________ 20____

_________________________________________  ________________________________
SIGNATURE OF WITNESS
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:

**Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate**

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

| The offered total of the Prices exclusive of VAT is | R |
| Value Added Tax @ 15% is | R |
| The offered total of the Prices inclusive of VAT is | R |
| (in words) |

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor 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: N/A

September 2016
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 Contractor 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 Works Information

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 fulfill 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 at the contract start date given in the Contract Data Part 1.

Signature(s)

Name(s)

Capacity

for the

Employer: Transnet SOC Ltd
Business Waterfall Estate
9 Country Estate Drive
Midrand
1662

Name & signature of witness

Date

September 2016
Schedule of Deviations

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:**

Signature

Name

Capacity

On behalf of (Insert name and address of organisation)

Name & signature of witness

Date

**For the Employer:**

Transnet SOC Ltd
Business Waterfall Estate
9 Country Estate Drive
Midrand
1662

September 2016
## C1.2 Contract Data

### Part one - Data provided by the *Employer*

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options</td>
<td>A: Priced contract with Activity Schedule W1: Dispute resolution procedure X2: Changes in the law X7: Delay damages X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)¹</td>
</tr>
</tbody>
</table>

10.1 The *Employer* is: Transnet SOC Ltd (Registration No. 1990/000900/30) Address

Registered address:
Transnet Group Capital
Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

Having elected its Contractual Address for the purposes of this contract as:

Transnet Group Capital
Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

Postal Address:

2001
P O Box 1048
Johannesburg
2000

Tel No.

10.1 The *Project Manager* is: (Name) Phakamani Zikalala

Address

011 308 1837

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009
10.1 The Supervisor is: (Name) Phakamani Zikalala

Address

Transnet Group Capital
Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

11.2(13) The works are

Alterations to an existing Reception Counter (Joinery Work) at Transnet SOC Offices in Waterfall Business Estate

11.2(14) The following matters will be included in the Risk Register

None identified at the contract date

11.2(15) The boundaries of the site are

As indicated on drawing AO373736341C1 11 0012 11 TD

11.2(19) The Works Information is in

Part C3

12.2 The law of the contract is the law of

the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The language of this contract is

English

13.3 The period for reply is

2 weeks

2 The Contractor's main responsibilities

No additional data is required for this section of the conditions of contract.

3 Time

11.2(3) The completion date for the whole of the works is

TBA

30.1 The access dates are

Part of the Site | Date
Waterfall Business Estate | TBA

31.1 The Contractor is to submit a first programme for acceptance within

2 weeks of the Contract Date.

31.2 The starting date is

TBA

32.2 The Contractor submits revised programmes at intervals no longer than

2 (Two) weeks.

35.1 The Employer is not willing to take over the works before the Completion Date.

4 Testing and Defects

42.2 The defects date is

52 (fifty two) weeks after Completion of the whole of the works.

43.2 The defect correction period is

2 (Two) weeks.

5 Payment

50.1 The assessment interval is monthly on the 18th (eighteenth) day of each successive month.
51.2 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.

51.4 The interest rate is

the prime lending rate of the Standard Bank of South Africa.

6 Compensation events

60.1(13) The weather measurements to be recorded for each calendar month are,

- the cumulative rainfall (mm)
- the number of days with rainfall more than 10 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 08:00 hours South African Time
- and these measurements: N/A

The place where weather is to be recorded (on the Site) is:

- The Contractor's Site establishment area
- Midrand
- South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7 Title

No additional data is required for this section of the conditions of contract.

8 Risks and insurance

80.1 These are additional Employer's risks

None

84.1 The Employer provides these insurances from the Insurance Table

1 Insurance against:

- Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/Public Liability.

2 Insurance against:

- to the extent as stated in the insurance policy for Contract Works/Public Liability
- Loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works/Public Liability
Cover / indemnity  Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are  as stated in the insurance policy for Contract Works / Public Liability

| 84.1 | 3 Insurance against: | Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability |
| Cover / indemnity | Is to the extent as stated in the insurance policy for Contract Works / Public Liability |
| The deductibles are: | As stated in the insurance policy for Contract Works / Public Liability |
| 4 Insurance against: | Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon |
| Cover / indemnity | Cover / indemnity is to the extent provided by the SASRIA coupon |
| The deductibles are | The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000. |

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is

The Contractor provides these additional Insurances

1. Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected

2. Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.

3. Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor’s policies of insurance as well as those of any subcontractor

5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is

Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principled Controlled Insurance (PCI)

9 Termination

Additional Data Clause Z2 (Additional Obligations in respect of Termination)

10 Data for main Option clause

A Priced contract with Activity Schedule

11 Data for Option W1

W1.1 The Adjudicator is

Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.

W1.2(3) The Adjudicator nominating body is:

The Chairman of the Association of Arbitrators (Southern Africa)

If no Adjudicator nominating body is entered, it is:

the Association of Arbitrators (Southern Africa)

W1.4(2) The tribunal is:

Arbitration

W1.4(5) The arbitration procedure is

Contained in the Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is

Johannesburg, South Africa
The person or organisation who will choose an arbitrator
- if the Parties cannot agree a choice
- if the arbitration procedure does not state who selects an arbitrator,
27.5. In the instance that the Contractor is a joint venture, the Contractor shall provide the employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituents' interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:
  iv. of their joint and several liability to the Employer to Provide the Works;
  v. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the Contractor's representative;
  vi. Identification of the roles and responsibilities of the constituents to Provide the Works.

- Financial requirements for the Joint Venture:
  ii. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
  the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Insert additional core clause 27.6

27.6. The Contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the Employer.
Z2 Additional obligations in respect of Termination

Z2.1 The following will be included under core clause 91.1:
In the second main bullet, after the word ‘partnership’ add ‘joint venture whether incorporate or otherwise (including any constituent of the joint venture)’ and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
  iii. repudiated this Contract (R23)

Z2.2 Termination Table
The following will be included under core clause 90.2 Termination Table as follows:

Amend “A reason other than R1 – R21” to “A reason other than R1 – R23”

Z2.3 Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”

Z3 Right Reserved by Transnet to Conduct Vetting through SSA

Z3.1 Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

3. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

4. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.

Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z4 Protection of Personal Information Act
The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
The Contractor must refer to Schedule A of this Contract Data with regards to non-compliance penalties applicable to Local Content.

Z5 Right Reserved by the Employer to Conduct Vetting through SSA

Z5.1 The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

5. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

6. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.

7. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z6 Additional Clause Relating to Collusion in the Construction Industry

The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

Z7 Protection of Personal Information Act

The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
C1.2 Contract Data

Part two - Data provided by the Contractor

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Contractor is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>11.2(8)</td>
<td>The direct fee percentage is %</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The subcontracted fee percentage is %</td>
<td></td>
</tr>
<tr>
<td>11.2(18)</td>
<td>The working areas are the Site and</td>
<td></td>
</tr>
<tr>
<td>24.1</td>
<td>The Contractor's key persons are:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</td>
<td></td>
</tr>
<tr>
<td>11.2(14)</td>
<td>The following matters will be included in the Risk Register</td>
<td></td>
</tr>
</tbody>
</table>

A Priced contract with Activity Schedule

| 11.2(20)| The activity schedule is in                                             | (in figures) |
| 11.2(30)| The tendered total of the Prices is                                     | (in words), excluding VAT |

Data for Schedules of Cost Components

<table>
<thead>
<tr>
<th>A</th>
<th>Priced contract with Activity Schedule</th>
<th>Data for the Shorter Schedule of Cost Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>41 in SSCC</td>
<td>The percentage for people overheads is:</td>
<td>%</td>
</tr>
</tbody>
</table>
21 in SCC  The published list of Equipment is the last edition of the list published by

The percentage for adjustment for Equipment in the published list is % (state plus or minus)

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Size or capacity</th>
<th>Rate</th>
</tr>
</thead>
</table>

22 in SCC  The rates of other Equipment are:

61 in SCC  The hourly rates for Defined Cost of design outside the Working Areas are

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Hourly rate</th>
</tr>
</thead>
</table>

62 in SCC  The percentage for design overheads is %

63 in SCC  The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:
## PART C2: PRICING DATA

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option A</td>
<td>1</td>
</tr>
<tr>
<td>C2.2</td>
<td>Activity Schedule</td>
<td>2</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Unit</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td></td>
<td><strong>JOINERY WORK: ALTERATIONS TO AN EXISTING RECEPTION COUNTER AT TRANSNET SOC OFFICES IN WATERFALL</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Desk Top Counter &amp; High Level Counter Top</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Desk top and high level counter top to be re-clad in a quartz surface. Colour: Raw concrete. (800mm X 10 000mm)</td>
<td>m²</td>
</tr>
<tr>
<td></td>
<td><strong>Cabinet Doors</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replace cabinet doors and re-clad fixed panels with melamine faced board. Colour: Monument Oak.</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td><strong>Parcel Shelf</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remove Parcel Shelf</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td><strong>Portion of High Level Counter Top</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remove or Open Up a Portion of the High Level Counter Top to expose the desk and create easier communication for people in wheel chairs. The open sides to be closed.</td>
<td>m²</td>
</tr>
<tr>
<td></td>
<td><strong>Upper Front &amp; Back Panels</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upper front and back panels and side panels to be re-clad in melamine faced board. Colour: Monument Oak (or similar approved) in a linear finish.</td>
<td>m²</td>
</tr>
<tr>
<td></td>
<td><strong>Lower front panels, side panels and plinth</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lower front panels, side panels and plinth to be re-clad in melamine faced board. Colour: Super black (or similar approved) in a linear finish. (550mm X 10 000mm; Plinth</td>
<td>m²</td>
</tr>
<tr>
<td></td>
<td><strong>Miscellaneous Items</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provision for Miscellaneous Items</td>
<td>Sum</td>
</tr>
</tbody>
</table>
1. Introduction

1.1 Employer's Objective

Transnet SOC Ltd is a public company with the South African government as sole shareholder. Its Current Head Quarters is the iconic Carlton Centre in Johannesburg, which boasts being the tallest building in Africa since 1973. By virtue of its uniqueness, Transnet intends to keep the Carlton Centre in its property portfolio and the leadership of Transnet aims to refurbish the entire Carlton Centre Precinct.

With a heritage of well over four decades, most the building services in the Carlton Centre have reached the end of their lifespan and pose a risk to the wellbeing of Transnet's 1420 employees based at the Carlton Centre. Transnet strives to create an environment that promotes employee wellness and safety and encourages employees to adhere to the desired organizational culture and safety behaviors.

It is against this backdrop that Transnet needs to temporarily relocate to another building in order to do the necessary upgrades and refurbishments to the Carlton Centre buildings and precinct. As caring employer Transnet requires all facilities to be compliant for use by people with disabilities.

At the new Waterfall facility the existing reception counter does not have a lowered section to cater for people with disabilities. This issue needs to be addressed as soon as possible. There is a design proposal in place which will be used as the basis to execute the work.

2. Description of the Works

This section defines the works and the scope of supply to which the works apply.

2.1 General Description of the Works

The scope of work covers the following aspects (Read in conjunction with the annotated photograph included):

- Desktop and high level counter top to be re-clad in a quartz surface. Colour: Raw concrete.
- Replace all cabinet doors and re-clad all fixed panels with melamine faced board. Colour: Monument Oak.
- The parcel shelf on the right front should be removed
A Portion of high level counter top to be removed / opened up to expose desk top and create easier communication for people in wheel chairs. Close the sides off with quarts surface.

Upper front and back panels and side panels to be re-clad in melamine faced board. Colour: Monument Oak (or similar approved) in a linear finish

Lower front panels, side panels and plinth to be re-clad in melamine faced board. Colour: Super black (or similar approved) in a linear finish

NOTES: No previous shop drawings are available; all dimensions shall be taken on site.