Transnet Group Capital (TGC) a Specialist Unit of
Transnet SOC Ltd
Registration Number 1990/000900/30
(hereinafter referred to as the “Employer”)

Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

Contract Number 3737363.25S
Issue Date 22 October 2018
Clarification Meeting 02 November 2018
Closing Date 09 November 2018
Closing Time 12h00 PM
Bid Validity Period 90 Business Working Days from Closing Date
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>Provision of Canteen Services for Transnet SOC Offices at Waterfall Business Estate</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLLECT DOCUMENTS FROM</td>
<td>Tender document may be downloaded directly from National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>A compulsory clarification meeting with representatives of the Employer will take place at 9 Country Estate Drive, Waterfall Business Estate, Jukskei View On Friday the 02 November 2018 @ 13:00 am.</td>
</tr>
<tr>
<td>CLOSING DATE</td>
<td>12:00 PM on Friday, 09 November 2018</td>
</tr>
<tr>
<td>VALIDITY PERIOD</td>
<td>90 Business Working Days from Closing Date</td>
</tr>
</tbody>
</table>

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.

2. FORMAL BRIEFING

A compulsory Tender briefing will be conducted Friday on the 02 November 2018, at 13:00 am [10 O’clock] for a period of ± 2 (two) hours at 9 Country Estate Drive, Waterfall Business Estate, Jukskei View. [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: 3737363.25S
Description: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

Closing date and time: Friday, 16 November 2018 at 12:00
Closing address:
TRANSNET GROUP CAPITAL
GROUND FLOOR
BUSINESS WATERFALL 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 The Ground Floor, 9 Country Estate Drive, 1662 and must be addressed as follows:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
9 COUNTRY ESTATE DRIVE
WATERFALL BUSINESS ESTATE

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 Capital Projects Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
9 COUNTRY ESTATE DRIVE
WATERFALL BUSINESS ESTATE
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 Supplier Database

5.1. Tenderers 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
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:

Supplier 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 3737363.25S

Closing Date 16 November 2018

For: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

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

REASON FOR NOT TENDERING:


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


SIGNATURE: ____________________________

TITLE: ________________________________
Transnet Group Capital  
Enquiry Number: 3737363.25S  
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

T1.2 Tender Data (Alternative Method 2)


This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and the erratum notices issued thereafter (see www.cidb.org.za).

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>
</table>
| F.1.1 | The *Employer* is Transnet SOC Ltd   
(Reg No. 1990/000900/30) |
| F.1.2 | The tender documents issued by the *Employer* comprise: |
| **Part T: The Tender** | |
| **Part T1: Tendering procedures** | T1.1 Tender notice and invitation to tender  
T1.2 Tender data |
| **Part T2: Returnable documents** | T2.1 List of returnable documents |
| **Part C: The contract** | |
| **Part C1: Agreements and contract** | C1.1 Form of offer and acceptance |
data

C1.2 Contract data (Part 1 & 2)

Part C2: Pricing data

C2.1 Pricing instructions
C2.2 Price list

Part C3: Scope of service

C3 Service Information

F.1.4 The Employer’s agent is:
Regional Procurement Manager

Name:
Matsietsi Ramalitsi

Address:
Business Waterfall Estate
9 Country Estate Drive
Midrand
1662

Tel No.
011 308 1237

E-mail
Matsietsi.ramalitsi@transnet.net

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

1. Tenderers will only be considered if:
   a) Respondents that have a minimum B-BBEE status Level of Level 1 or 2

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents will be disqualified for further evaluation.

2. Quality (Functionality) Criteria
   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 of 60 will result in the tender being disqualified and removed from further consideration.

Transnet reserves the right to lower the threshold from 60 to 55 should there be no bidder who attain 60 as stipulated.

Threshold for this tender is 60 points of functionality/quality
Transnet Group Capital  
Enquiry Number: 3737363.25S  
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

<table>
<thead>
<tr>
<th>Quality criteria</th>
<th>Sub-Criteria</th>
<th>Sub-Criteria Point Allocation</th>
<th>Maximum number Of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Experience</td>
<td>No evidence provided</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proof of experience on working with remote radio link emergency response system in a form of two letters of recommendation.</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proof of technical experience working with Sysman emergency response system unit.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proof of registration with the Fire Protection Association of Southern Africa.</td>
<td>40</td>
<td></td>
</tr>
</tbody>
</table>

Maximum Score | 100/60

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

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:

- Location of tender box: In the entrance foyer of the 9 Country Estate Drive, Waterfall Business State  
  (TRANSNET GROUP CAPITAL)

- Physical address: 9 Country Estate Drive, Waterfall Business State

- Identification details: The tender documents must be submitted labelled with:
  - Name of Tenderer:
  - Contact person and details:
  - The Tender Number: 3737363.25S

  The Tender Description: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

  Documents must be marked for the attention of: The Procurement Officer, Nnemo Pyana

March 2015

Page 3 of 5  
Part 1: Tendering Procedures  
T1.2: Tender Data
Prior arrangement on the submittal of large tender documents should be made with the Procurement Officer at the following email: Nnemo.pyana@transnet.net.
Tel: 011 308 1682

**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.

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

1. An original 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 Tenderer’s compliance status;

2. A valid certified SANAS B-BBEE accreditation certificate, and

3. A valid letter of good standing with the Workmen’s Compensation Fund

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

F.3.11.3  The procedure for the evaluation of responsive tenders is CIDB Method 2 with Pre-Qualifying Quality (Functionality) criteria.

F.3.11.7  The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of $W_1$ is:

80 where the financial value inclusive of VAT of one or more responsive tenders received have a value that equals or is less than R 50,000 000.00

Up to 100 minus $W_1$, tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.
F.3.13 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 Tenderer's compliance status;

b) 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;

c) the tenderer does not appear on Transnet list for restricted tenderers;

d) 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;

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

f) 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.

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

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
T2.1 List of Returnable Schedules

1. These schedules are required for pre-qualification and eligibility 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 evaluation purposes – Stage Two:
   T2.2-25 Evaluation Schedule: Previous experience

3. General Returnable Schedules
   T2.2-3 Risk Elements
   T2.2-8 Schedule of proposed Sub-contractor
   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 BBBEE 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 and Safety)
   T2.2-43 RFP – Breach of Law
   T2.2-50 BBBEE 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 1 and 2: Data by Employer and Contractor
6. C2.2 Price list
7. C3.1 Service Information
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>Starting time:</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 / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the Employer / Service Manager to request clarification of the tender documents until no later then five working days before the tender closing time stated in the Tender Data.
Transnet Group Capital  
Enquiry Number: 3737363.25S  
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

Particulars of person(s) attending the meeting:

Name
__________________________

Capacity

Name
__________________________

Capacity

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

Name
__________________________

Nnemo Pyana

Capacity

Procurement Officer

Signature

__________________________

Date & time

__________________________
T2.2-3: Risk Elements

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

<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>

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
T2.2-8: Schedule of Proposed Sub-Contractor

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors 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 Sub-Contractor</th>
<th>Nature and extent of service</th>
<th>Previous experience with Sub-Contractor.</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>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed

Date

Name

Position

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

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

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

<table>
<thead>
<tr>
<th>Insurance against (See clause 81.1 of the TSC)</th>
<th>Minimum amount stated in the Contract Data &amp; Name of Insurance Company</th>
<th>Cover</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liability of the Contractor for claims made against him arising out of his failure to use the skill and dare normally used by professionals providing services similar to the services</td>
<td>The amount stated in the Contract Data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to a person (not an employee of the Contractor) or loss of or damage to property resulting from an action or failure to take action by the Consultant</td>
<td>The amount stated in the Contract Data for any one event</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for 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 (Other)</td>
<td>The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed

Date

Name

Position

Tenderer
T2.2-14: Authority to submit a Tender

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

<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
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>
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</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>
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</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>
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<td>3</td>
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<td>9</td>
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<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed

Name

Position

Tenderer

Date
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>
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</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>
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</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

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*Insert separate page if necessary
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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

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

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

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

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

Signed

Date

Name

Position

Enterprise name
T2.2-31 Service Provider Integrity Pact

Important Note: All potential tenderers 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 tenderer will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Tenderer / Service Provider/ Service Provider / Contractor (hereinafter referred to as the "Tenderer / Service Provider/Contractor")
Transnet Group Capital
Enquiry Number: 3737363.25S
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

PREAMBLE

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

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

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

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

1  OBJECTIVES

1.1 Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

   a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

   b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2  COMMITMENTS OF TRANSNET

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

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

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

2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.
3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet’s employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.2 The acceptance and giving of gifts may be permitted provided that:

a) the gift does not exceed R1 000 (one thousand Rand) in retail value;

b) many low retail value gifts do not exceed R 1 000 within a 12 month period;

c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;

d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;

f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

3.3 The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship,
regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.

3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

5.2 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET’S LIST OF EXCLUDED TENDERERS (BLACKLIST)

6.1 All the stipulations around Transnet’s blacklisting process as laid down in Transnet’s Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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

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

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

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

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

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

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

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

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

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

h) has litigated against Transnet in bad faith.

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

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

7 **PREVIOUS TRANSGRESSIONS**

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

8 SANCTIONS FOR VIOLATIONS

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

a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;

c) Recover all sums already paid by Transnet;

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

f) Cancel all or any other contracts with the Tenderer / Service Provider; and

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

9 CONFLICTS OF INTEREST

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

a) A Transnet employee has a personal financial interest in a tendering / supplying entity;

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;

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

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

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

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 MONITORING

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

10.2 The Monitor will be subjected to Transnet’s Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet’s Service Provider Code of Conduct.

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

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:
   a) Examine the financial records, documentation and or electronic date of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

12 DISPUTE RESOLUTION

12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

13 GENERAL

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

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

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

13.5 Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet’s “Tip-Off Anonymous” hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall aTendere 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 Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months. Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

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

3. Exclusions

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

3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;

3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;

3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or

3.5. is approved for release by the disclosing party in writing.
4. Non-Disclosure of Confidential Information

4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.

4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

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

5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.

5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").

5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

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

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

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10. No Representations

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

11. Term

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

12. Miscellaneous

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

13. Governing Law and Jurisdiction

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

14. Disputes

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

15. Remedies

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

Signed                                Date

Name                                  Position

Tenderer
SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please note of the following very important information:

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

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

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

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

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

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

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

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

7. As per the communiqué dated 04 March 2016 addressed to the Members of the IRBA, as of 30 September 2016, the IRBA will no longer be the 'Approved Regulatory Body' as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).
### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

<table>
<thead>
<tr>
<th>Company Trading Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Registered Name</td>
<td></td>
</tr>
<tr>
<td>Company Registration No Or ID No If a Sole Proprietor</td>
<td></td>
</tr>
<tr>
<td>Company Income Tax Number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Form of Entity</th>
<th>Non-profit (NPO’s or NPC)</th>
<th>State Owned Co</th>
<th>National Govt</th>
<th>Provincial Govt</th>
<th>Local Govt</th>
</tr>
</thead>
<tbody>
<tr>
<td>CC</td>
<td>Trust</td>
<td>Pty Ltd</td>
<td>Limited</td>
<td>Partnership</td>
<td>Sole Proprietor</td>
</tr>
<tr>
<td>Educational Institution</td>
<td>Specialised Profession</td>
<td>Financial Institution</td>
<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
</tr>
</tbody>
</table>

Did your company previously operate under another name?

Yes | No

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

<table>
<thead>
<tr>
<th>Trading Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
<td></td>
</tr>
<tr>
<td>Company Registration No Or ID No If a Sole Proprietor</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Form of Entity</th>
<th>Non-profit (NPO’s or NPC)</th>
<th>State Owned Co</th>
<th>National Govt</th>
<th>Provincial Govt</th>
<th>Local Govt</th>
</tr>
</thead>
<tbody>
<tr>
<td>CC</td>
<td>Trust</td>
<td>Pty Ltd</td>
<td>Limited</td>
<td>Partnership</td>
<td>Sole Proprietor</td>
</tr>
<tr>
<td>Educational Institution</td>
<td>Specialised Profession</td>
<td>Financial Institution</td>
<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
</tr>
</tbody>
</table>

**Your Current Company’s VAT Registration Status**

VAT Registration Number

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

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

<table>
<thead>
<tr>
<th>Company Banking Details</th>
<th>Bank Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Universal Branch Code</td>
<td>Bank Account Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Physical Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Postal Address</td>
<td></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>
<tr>
<td>Company Contact Person Name</td>
<td></td>
</tr>
<tr>
<td>Designation</td>
<td></td>
</tr>
</tbody>
</table>
**Transnet Group Capital**  
Enquiry Number: 3737363.25S  
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is your company a Labour Broker?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>How many personnel does the business employ?</strong></td>
<td>Full Time</td>
<td>Part Time</td>
</tr>
<tr>
<td><strong>Please Note:</strong> Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Most recent Financial Year’s Annual Turnover</strong></th>
<th>&lt;R10Million</th>
<th>&gt;R10Million</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;R50Million</td>
<td>&gt;R50Million</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does your company have a valid B-BBEE certificate?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Please indicate your Broad Based BEE status (Level 1 to 9)</strong></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
</table>

| **Majority Race of Ownership** | | | | |
|---------------------------------|----------------|----------------|----------------|
| **% Black Ownership** | **% Black Women Ownership** | **% Black Disabled person(s) Ownership** | **% Black Youth Ownership** |
| **% White Ownership** | **% Indian Ownership** | **% Coloured Ownership** |

**Please Note:** Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in Appendix C and D respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician’s letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.

<table>
<thead>
<tr>
<th><strong>Supplier Development Information Required</strong></th>
<th>YES</th>
<th>NO</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EMPOWERING SUPPLIER</strong></td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td><strong>FIRST TIME SUPPLIER</strong></td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td><strong>SUPPLIER DEVELOPMENT PLAN</strong></td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td><strong>DEVELOPMENT PLAN DOCUMENT</strong></td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td><strong>ENTERPRISE DEVELOPMENT BENEFICIARY</strong></td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td><strong>SUPPLIER DEVELOPMENT BENEFICIARY</strong></td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td><strong>GRADUATION FROM ED TO SD BENEFICIARY</strong></td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td><strong>ENTERPRISE DEVELOPMENT RECIPIENT</strong></td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
</tbody>
</table>

**By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct.**

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

**Stamp And Signature Of Commissioner Of Oaths**

| **Name and Surname** | **Date** |
APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, ____________________________ solemnly swear/declare

that ____________________________ is not a registered VAT

vendor and is not required to register as a VAT vendor because the combined value of taxable

supplies made by the provider in any 12 month period has not exceeded or is not expected to

exceed R1million threshold, as required in terms of the Value Added Tax Act.

Signature: ____________________________

Designation: ____________________________

Date: ____________________________

Commissioner of Oaths

Thus signed and sworn to before me at ____________________________ on this the ________

day of ____________________________ 20_________,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,

and that he/she has no objection to taking the prescribed oath, which he/she regards binding on

his/her conscience and that the allegations herein contained are all true and correct.

__________________________________________

Commissioner of Oaths
SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned, ______________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
</tr>
</tbody>
</table>

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name (If Applicable):</td>
</tr>
<tr>
<td>Registration Number:</td>
</tr>
<tr>
<td>Enterprise Physical Address:</td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
</tr>
<tr>
<td>Nature of Business:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Definition of “Black People”</th>
</tr>
</thead>
</table>

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –
(a) Who are citizens of the Republic of South Africa by birth or descent; or
(b) Who became citizens of the Republic of South Africa by naturalization-
   i. Before 27 April 1994; or
   ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is ___________% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is ___________% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The enterprise is ___________% Black youth owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
Transnet Group Capital
Enquiry Number: 3737363.25S
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

- The enterprise is ___________% black disabled owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

- The enterprise is ___________% by Black people living in rural and under developed areas as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

- The enterprise is ___________% by military veterans as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

- Based on the management accounts and other information available for the _______ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

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

<table>
<thead>
<tr>
<th>100% black owned</th>
<th>Level One (135% B-BBEE procurement recognition)</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 51% black owned</td>
<td>Level Two (125% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>Less than 51% black owned</td>
<td>Level Four (100% B-BBEE procurement recognition)</td>
</tr>
</tbody>
</table>

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

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

Date

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

Commissioner of Oaths

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

Name & Surname

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

Signature & Stamp

...................................................................................................
**APPENDIX D**

**SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE - GENERAL**

I, the undersigned, ____________________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
<td></td>
</tr>
</tbody>
</table>

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Enterprise Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
</tr>
<tr>
<td>Nature of Business:</td>
<td></td>
</tr>
</tbody>
</table>

**Definition of “Black People”**

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –
(a) Who are citizens of the Republic of South Africa by birth or descent; or
(b) Who became citizens of the Republic of South Africa by naturalization-
   i. Before 27 April 1994; or
   ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
   - The Enterprise is ______________% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is ______________% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
The enterprise is _________% Black Youth owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is _________% black disabled owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is _________% by Black people living in rural and under developed areas as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is _________% by military veterans as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of ________________, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands).

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

<table>
<thead>
<tr>
<th>100% Black Owned</th>
<th>Level One (135% B-BBEE procurement recognition level)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 51% Black Owned</td>
<td>Level Two (125% B-BBEE procurement recognition level)</td>
</tr>
</tbody>
</table>

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

Deponent Signature ..............................................................................................................

Date ....................................................................................................................................

Commissioner of Oaths ...........................................................................................................

.............................................................................................................................................
Name and Surname ..................................................................................................................

Signature & Stamp....................................................................................................................
T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: ________________________________

We ________________________________ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;

2. we have received all information we deemed necessary for the completion of this Tender;

3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;

4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and

5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if this section is not applicable]

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

__________________________
ADDRESS:

__________________________

Indicate nature of relationship with Transnet:

__________________________

__________________________

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer “Important Notice to Tenderers” overleaf).

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

SIGNED at ___________________________ on this ___ day of ______________ 20___

<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>
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 Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months 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 Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months for the aforementioned Contract.

Signed

Signature

Date

Place

Witness 1:

Signature

Date

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

NAME OF TENDERING ENTITY:

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this TENDER and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Tender.

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

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

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

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

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

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

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

SIGNED at ________________________ on this _____ day of _______________________ 20____

________________________________________

SIGNATURE OF WITNESS
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);

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>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
<tr>
<td>100</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 Registered Auditor approved by the Independent Regulatory Board of Auditors 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
Transnet Group Capital  
Enquiry Number: 3737363.25S  
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

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 defined 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 EEnterprise as defined 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:

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

Where

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

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, EMESs 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 DTT’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 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 DTT. 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)*
Transnet Group Capital
Enquiry Number: 3737363.25S
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

(Tick applicable box)

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)

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 (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

WITNESSES

1. ..................................................
2. ..................................................

SIGNATURE(S) OF BIDDERS(S)

DATE: .............................................
ADDRESS...........................................

.............................................
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:

Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the 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.

<table>
<thead>
<tr>
<th>The offered total of the Prices exclusive of VAT is</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

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:

Name & signature of witness

Tenderer's CIDB registration number:

Date
Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the 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: Scope of Service: Service 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect at the contract start date given on the Contract Data Part 1.

Signature(s)

Name(s)

Capacity

for the Employer

Transnet SOC Ltd
150 Commissioner Street
Carlton Centre
Johannesburg

Name & signature of witness

Date

Term Service Contract
PRO-FAT-0308 Rev02

PAGE 2

Part C1

C1.1: Form of Offer & Acceptance
Transnet Group Capital
Enquiry Number: 3737363.25S
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

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>
<tr>
<td>4</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:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Capacity</th>
<th>On behalf of</th>
<th>Name &amp; signature of witness</th>
<th>Date</th>
</tr>
</thead>
</table>

For the **Employer:**

Transnet SOC Ltd
150 Commissioner Street
Carlton Centre
Johannesburg
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 conditions of contract are the core clauses and the clauses for main Option:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>dispute resolution Option and secondary Options</td>
<td>A: Priced contract with price list</td>
</tr>
<tr>
<td>10.1</td>
<td>The Employer is:</td>
<td>Transnet SOC Ltd</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>Registered address: Carlton Centre 150 Commissioner Street Johannesburg</td>
</tr>
<tr>
<td></td>
<td>Having elected its Contractual Address for the purposes of this contract as:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transnet Property 5th Floor – Carlton Centre 150 Commissioner Street Johannesburg 2001</td>
<td>Postal Address: P O Box 1048 Johannesburg South Africa 2000</td>
</tr>
<tr>
<td></td>
<td>Tel No. 011 308 4700</td>
<td>Fax No. 011 308 1382</td>
</tr>
<tr>
<td></td>
<td>The Service Manager is (name):</td>
<td>Marvin Ramphinwa</td>
</tr>
</tbody>
</table>

1 Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009
Transnet Group Capital  
Enquiry Number: 3737363.25S  
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

| Address | Transnet Property  
5th Floor – Carlton Centre  
150 Commissioner Street  
Johannesburg  
2001 |
| Tel | 011 308 1033 |
| e-mail | Marvin.ramphinwa@transnet.net |

11.2(13) The service is Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months

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

| none identified at the contract date |

11.2(15) The Service Information is in Part C3.1 Service Information

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 (two) weeks

2 The Contractor’s main responsibilities

| (If the optional statement for this section is not used, no data will be required for this section) |

21.1 The Contractor submits a first plan for acceptance within 2 (two) weeks of the Contract Date

3 Time

| The starting date is. TBA |
| The service period is 36 months |

4 Testing and defects no additional data is required for this section of the conditions of contract.

5 Payment

| The assessment interval is 18th (eighteenth) day of each successive month. |
| The currency of this contract is the South African Rand (ZAR). |

| 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. |

| The interest rate is the prime lending rate of the Standard Bank South Africa. |

5.4 Compensation events (If the optional statement for this section is not used, no data will be required for this section)
These are additional compensation events:

| 7 | Use of Equipment Plant and Materials | no additional data required for this section of the *conditions of contract.* |

no additional data is required for this section of the *conditions of contract.*
## Risks and insurance

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.1</td>
<td>These are additional Employer's risks</td>
<td>none</td>
</tr>
<tr>
<td>84.1</td>
<td>The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is:</td>
<td>whatever the Contractor deems necessary as the Employer is not carrying this indemnity.</td>
</tr>
<tr>
<td>84.1</td>
<td>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:</td>
<td>as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act</td>
</tr>
<tr>
<td>84.1</td>
<td>The Contractor's liability to the Employer for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:</td>
<td>the total of the prices</td>
</tr>
<tr>
<td>84.1</td>
<td>For any one event, the Contractor's liability to the Employer for loss of or damage to the Purchase's property is limited to:</td>
<td>the total of the prices</td>
</tr>
<tr>
<td>84.1</td>
<td>The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:</td>
<td>the total of the prices</td>
</tr>
<tr>
<td>84.1</td>
<td>The end of liability date is:</td>
<td>52 weeks after Delivery of the whole of the goods and services.</td>
</tr>
</tbody>
</table>
9 Termination

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

10 Data for main Option clause

A Priced contract with price list

20.5 The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than 4 weeks.

11 Data for Option W1

W1.1 The Adjudicator is (Name) 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:

W1.4(2) The tribunal is: The Association of Arbitrators (Southern Africa)

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

The person or organisation who will choose an arbitrator
- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

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

X18 Limitation of liability

X18.1 The Contractor's liability to the Employer for indirect or consequential loss is limited to total of the Prices (excl VAT)

X18.2 For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to the cost of correcting the defect

X18.4 The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to total of the Prices (excl VAT)
X18.5 The end of liability date is 52 weeks after Completion of the whole of the services period.

X19 Task Order

X19.5 The Contractor submits a Task Order programme to the Service Manager within 5 (five) days of receiving the Task Order

Z Additional conditions of contract

Z Additional conditions of contract

The additional conditions of contract are:

Z1 Obligations in respect of Joint Venture Agreements
Z1.1

Insert the additional core clause 27.5

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:
  i. of their joint and several liability to the Employer to Provide the Service;
  ii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the Contractor's representative;
  iii. Identification of the roles and responsibilities of the constituents to Provide the Service.

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

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

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

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

Z5 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 <em>Contractor</em> 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 <em>direct fee percentage</em> is</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>The <em>subcontracted fee percentage</em> is</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>
<tr>
<td>24.1</td>
<td>The 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>
</tbody>
</table>

CV's (and further key person's data including CVs) are in.

<table>
<thead>
<tr>
<th>A</th>
<th>Priced contract with price list</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.2(12)</td>
<td>The <em>price list</em> is in</td>
</tr>
</tbody>
</table>
| 11.2(19) | The tendered total of the Prices is | R }
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>Price List</td>
<td>2</td>
</tr>
<tr>
<td>C2.3</td>
<td>Labour Rates</td>
<td>1</td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option A

1.1 The conditions of contract

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

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (amended June 2006 and April 2013) Option A states:

Identified and defined terms 11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the Contractor has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.1 Measurement and Payment

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

1.1.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.1.3 The Price List work breakdown structure provided by the Contractor is based on the activity/milestone provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve completion. The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.1.4 The Contractor's detailed Price List summates back to the activity/milestone provided by the Employer and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.1.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

1.1.6 The price list below is only indicative; contractor must determine his/her own detailed price list
C2.2 Price List

<table>
<thead>
<tr>
<th>Item no</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Preliminary and Generals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Allowance for Recommission of the Remrad system</td>
<td>1</td>
<td>Item</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>1.2</td>
<td>Allowance for Consumables (i.e. Batteries)</td>
<td>Once off</td>
<td>Item</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>2.</td>
<td>Monthly Preventative Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Radio licence Fees</td>
<td>36</td>
<td>Monthly</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>2.2</td>
<td>24 Hour Base station Support Cost</td>
<td>36</td>
<td>Monthly</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>2.3</td>
<td>24 Hour monitoring Few</td>
<td>36</td>
<td>Monthly</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>2.4</td>
<td>Quarterly Preventative Maintenance Inspection</td>
<td>12</td>
<td>Quarterly</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>On-site Maintenance including Labour and Spares</td>
<td>36</td>
<td>Monthly</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

The total of the Prices: R

PRICE LIST (RATES) SUMMARY TABLE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE PER MONTH</th>
<th>PRICE PER ANNUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary and Generals</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Monthly Preventative Maintenance</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>TOTAL</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

Move the Total to the Form Of Acceptance of the Tender
Transnet Group Capital
Enquiry Number: 3737363.25S
Description of the Services: Provision of Remote Radio Link to Emergency Services Response System at Waterfall Offices for a Period of 36 Months
C3: Scope of Service: Service Information

Definitions:

In this Scope of Service:

1) "access-delayed time" means the time taken from arrival on the Site / Affected Property by the Contractor, his sub-contractor or specialist-contractor and requesting access to the Site / Affected Property from the Employer or his Tenant until the time access is given.

2) "ad hoc services" also known as "minor new services" means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.

3) "affected property" shall mean the commercial premises / sites that includes building within the radius of 70km around the Employer's office or any other building / structure / premises within the geographical area applicable to this Contract.

4) "break-down" means a specific type of failure, where an item of an installation or equipment is completely unable to function.

5) "call-out" means an installation or related failure, requiring the Contractor to visit the Site / Affected Property outside of the scheduled maintenance period.

6) "chargeable items" mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.

7) "corrective maintenance' (CM)" means any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration or replacement of components.

8) "documentation" means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.

9) "down-time" the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.

10) "drawings / diagrams" means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.

11) "emergency maintenance (EM)" means maintenance service carried out in order to avert an immediate safety or environmental hazard, or to correct a failure with significant economic impact. This will be a danger to people, damage to property or the Site / Affected Property.

12) "installation" means the affected property water treatment and all related equipment on / in the Site / Affected Property.

13) "licences" means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).
14) "maintenance" or "check" shall mean the efficient and effective examination, inspection, recording, deduction or calculation, service, repair and or replacement of components and parts of a unit / system / installation so that the unit / system / installation complies with the manufacturers, design and commissioning operational specifications and statutory / Employer requirements. This includes the cleaning, removal of components and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.

15) "maintenance plan" will bear the same meaning as Contractors Plan.

16) "non-inclusive contract" will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of service below, The cost and quantity of spares and material is uncertain and therefore excluded.

17) "normal serviceing-hours" means office hours, from 07h30 to 16h00 Monday to Friday excluding Public Holidays in South Africa.

18) "person" includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.

19) "preventative maintenance (PM)" means the maintenance carried out at pre-determined intervals or corresponding to criteria and intended to reduce the probability of failure or the performance degradation of an installation or equipment.

20) "property" means any movable, immovable or intellectual property or any right to such property.

21) "repair" means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.

22) "scheduled maintenance (SM)" means the systematic inspection, cleaning, making of minor adjustments, testing, calibrating, measuring and recording, replacing of minor parts, and any other similar measures necessary to prevent deterioration, to assure reliability and availability.

23) "scope of service" will bear the same meaning as Service Information.

24) "sensitive security area" refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.

25) "services" means the service, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such service, functions, tasks, services, or goods as may be agreed in terms of this Scope of Service.

26) "service manager" – means the building- / centre- / lodge- / hostel manager or representative of the Employer responsible for the management of a specific Site / Affected Property.

27) "shut-down maintenance" means maintenance that can only be performed while equipment is shut down (equipment is turned off).

28) "site" means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.

29) "specifications" the document to which is referred in this Scope of Service, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.

30) "supervisor" means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor’s staff and Service provided in terms of this Scope of Service.
31) "technical information" means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor’s Services.

32) "tenant" means any Person (including BU's of Transnet other than Transnet Property) with his staff, client’s and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.

33) "tenant installation" means all services, equipment and or installations paid for and owned by Other and not specifically describe as part of this Contract.

34) "Transnet Property" means – a specialist unit of Transnet (SOC) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;

35) Expressions defined in this Scope of Service shall bear the same meanings in the specifications, schedule or annexure to this Scope of Service which do not themselves contain their own definitions;

36) Schedules and/or annexures to this Scope of Service shall be deemed to be incorporated into and form part of this Scope of Service and as such each reference herein to “the Scope of Service” shall be deemed to include a reference to all such schedules and/or annexures.

1. Employer’s objectives

1.1. The Employer’s objective is to enter into a term service contract with the Contractor to provide emergency services response system maintenance in Waterfall for the period of 12 months to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

2. Executive overview

2.1. The Employer is desirous that its Employees and Tenants receive the Services so as to ensure that the improvements, installation(s) and equipment in or on the Site / Affected Property will comply with all related standards through the conclusion of this Term Service Contract with the Contractor.

3. Description of the service

3.1. The Service covers the emergency services response system maintenance. The system must automatically transmit the alarm conditions to the monitoring centre. The emergency response system should have speech button which provide two way voice contact with emergency contact centre. This will be a Non-inclusive Contract.

3.2. The Service shall include:

3.2.1. 24 hour a day link to the local Fire / Emergency services and monitoring.
3.2.2. Quarterly preventative maintenance inspection visits of the system
3.2.3. On-site maintenance of the system
4 Management structures

4.1 Performances Measures

4.1.1. It is recorded and agreed that, in the event that the Contractor fails to deliver goods or render Services stipulated in this Scope of Service, Transnet Property shall be entitled to impose penalties on the Contractor as indicated in Table 1 below.

4.1.2. Transnet Property’s right to impose penalties shall not in any way detract from Transnet Property’s right to claim damages instead of penalties in the event of a breach by the Contractor of any or all of the terms and conditions of this Agreement.
<table>
<thead>
<tr>
<th>Key Performance Area</th>
<th>Key Performance Indicator</th>
<th>Key Performance Target</th>
<th>Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statutory Inspection Compliance</td>
<td>Maintaining statutory (OHS Act and other Regulations) compliance of the premises and meeting the requirements</td>
<td>100%</td>
<td>• No non-compliances will be tolerated.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Immediate termination of contract for any non-compliance</td>
</tr>
<tr>
<td>Key Plant Availability</td>
<td>Total man – hours per month – Down Time (Job Cards) / Total Time</td>
<td>95%</td>
<td>• 5% of the monthly invoice, amount payable the following month</td>
</tr>
<tr>
<td>Safety</td>
<td>Life Threatening Incidents</td>
<td>&lt;0: Hours without LTI</td>
<td>• No non-compliances will be tolerated.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Immediate termination of contract for any non-compliance</td>
</tr>
<tr>
<td>Time to Quote</td>
<td>Average number of business days to get a quote to be approved by Employer.</td>
<td>2 days (Dependant on nature and extent of services).</td>
<td>• 5% of the monthly invoice, amount payable the following month</td>
</tr>
<tr>
<td></td>
<td>Normal break-down calls (from the Contractor’s receipt of an official request, to his attendance on Site / Affected Property)</td>
<td></td>
<td>• 2 days (Dependant on nature and extent of services).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Within twenty five (25) km radius from the Employer’s office shall not exceed Two (2) hour</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Within fifty (50) km radius from the Employer’s office shall not exceed four (4) hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• 5% of the monthly invoice, amount payable the following month</td>
</tr>
</tbody>
</table>
4.2. Management meetings

4.2.1. The Contractor or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Maintenance Co-ordination/Risk Reduction meetings with the Employer or his delegate at the Site/Affected Property to discuss the provision of Services, and the Contractor warrants that any representative who attends such Maintenance Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the Contractor vis-a-vis all decisions taken and agreements reached. Minutes and records of such Maintenance Co-ordination/Risk Reduction meetings shall be the responsibility of the Employer. Minutes will be made available to the Contractor within seven (7) working days.

4.2.2. The Contractor must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the Employer prescribes otherwise, this report shall include the following:

4.2.2.1. Name, address and telephone number of the Contractor.
4.2.2.2. Date of report and reporting period.
4.2.2.3. Detail on the results of each examination, including any faults analysis, modification, replacement and repair service, adjustment and test carried out.
4.2.2.4. Results of tests on safety devices.
4.2.2.5. Incidents/events.
4.2.2.6. Problems, including administrative problems with the Employer experienced during reporting period.
4.2.2.7. Any factors that affect, or may affect, the safety of the Site / Affected Property or Installation, people and equipment.

4.2.3. The Employer may request supplementary and interim written reports from the Contractor.

4.2.4. The Contractor shall provide on request of the Employer, computer generated reports detailing a history of call-outs, repairs and breakdown repairs etc.

4.3. Contractor's Management, Supervision and Key People

4.3.1. The Contractor shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the Employer shall be deemed to have been issued to the Contractor. Whenever the representative (supervisor) is absent from the Site / Affected Property a suitable person shall be appointed to act as his / her deputy.

4.3.2. The Contractor shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct supervision of a qualified technician who is registered in accordance with the relevant statutory regulations where applicable.

4.3.3. The Contractor shall ensure that maintenance service of a technical nature shall be performed by "Competent" persons as defined in the Occupational Health and Safety Act who are qualified artisans experienced and skilled in maintaining equipment similar to that which is to be maintained.

4.3.4. All employees provided by the Contractor in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of the Employer, the Employer reserves the right to request such employees to wear a uniform or overall of a type, cut and design approved by the Employer and purchased by the Contractor. Employees must be identifiable as employees of the Contractor by means of their uniforms:

4.3.4.1. The Contractor, or any agent or employee of his, must wear protective clothing where necessary. The Contractor must supply the relevant protective clothing at his own cost and included in the pricing of the Service.
4.3.5. Personal hygiene must be maintained by the Contractor’s employees and agents at all times.

4.3.6. The Contractor and its employees will maintain silence within reasonable bounds on the Site / Affected Property.

4.3.7. The salaries or wages paid by the Contractor to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages.

4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.

4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the Contractor shall take prompt action in conjunction with the South African Police Service to remedy the situation.

4.3.9.1. Such action shall, if deemed necessary by the Employer, include immediate replacement of the employees involved.

4.3.9.2. The Contractor shall forthwith notify the Service Manager of any form of intimidation its employees may be subjected to.

4.3.10. Should the Employer at any time during the term of this Contract make any facility available to the Contractor, the Contractor shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Contractor, fair wear and tear excepted. The Contractor will be liable for all electricity cost.

4.3.11. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Contractor deem it necessary.

4.3.12. The employees of the Contractor may only use toilet facilities that have been pointed out to them.

4.3.13. The employees of the Contractor may use rest-room facilities that have been pointed out to the Contractor (if available). However, it is not the duty of the Employer to make such rest-room facilities available.

4.3.14. The Contractor shall further ensure that all servicemen are fully aware of the conditions and requirements of this Contract and shall furnish all servicemen with copies of all relevant Standard Specifications and Regulations.

4.3.15. If the Employer requires any information regarding any of the employees of the Contractor who are involved in the rendering of the Service in terms of this Contract, the Contractor will furnish such available information immediately.

4.4. Deliverables

4.4.1. The service contractors shall submit the following reports, attached to all invoices:

4.4.1.1. Report on services delivered/performed;
4.4.1.2. Service delivered performance;
4.4.1.3. Chemicals used;
4.4.1.4. Completed checklist where applicable;
4.4.1.5. Ad hoc services requested where applicable;
4.4.1.6. Any and all staff and labour issues that can affect service delivery to Transnet;
4.4.1.7. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with
corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.

4.4.2. The weekly and monthly reports shall have a summary of key issues affecting the plant, major breakdowns etc. The Employer reserves the right to alter the format and information required on this report.

4.5. Documentation Control

4.5.1. The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

4.5.2. During the progress of the Services/Task and prior to their completion, the Contractor will submit to the Employer any Documentation as requiring submission to the Employer prior to completion of the Contract/Task.

4.5.3. If it is agreed between the Employer and the Contractor that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Contractor and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract/Task.

4.5.4. Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Contractor’s Services.

4.5.5. The Employer may from time to time during the progress of the Contract instruct the Contractor to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the Employer may require.

4.5.6. The times for submission of the Documentation shall be as stipulated in the Scope of Services or where not so stipulated, then on dates to be mutually agreed between the Employer and the Contractor, but generally as soon as possible after such Documentation is completed by the Contractor.

4.5.7. The Contractor will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Contractor at agreed intervals.

4.5.8. The Employer will have the right at all reasonable times to inspect the Documentation of the Contractor or any Sub-contractor.

4.5.9. All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Contractor under the Contract will become the property of the Employer.

4.5.10. Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Contractor shall protect and save harmless the Employer and Employer’s employees against all losses, expenses, demands, errors or omissions, including faulty design and / or detailing of the Contractor, its sub-contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Contractor’s responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.
4.5.11. The Contractor shall inform the Employer in writing prior to carrying out any modification to the existing Installation by the Contractor, even if this modification may benefit the Installation or if the cost of this modification is for the Contractor's account.

4.5.12. The Contractor shall inform the Employer of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the Contractor.

4.5.13. The Contractor shall on a monthly basis provide the Employer with all records related to this Contract/Service.

4.5.14. The Contractor shall provide maintenance site registers located in the plant rooms and maintain accurate records of all service procedures, site visits, stoppages, breakdowns, planned repairs and safety related equipment operational tests and checks.

4.6. Invoicing and Payment

4.6.1. When making a claim for payment, the Contractor shall submit to the Service Manager or appointed Employer representative a complete and correct pro-forma invoice with all relevant service reports / sheets, log sheets, invoices, time sheets for any authorised additional service, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional service required to enhance and maintain the performance and reliability of the Installation for scrutiny and verification of the correctness. Thereafter, inspections will be carried out by the Service Manager or appointed Employer representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the Contractor provide the Employer with a VAT invoice.

4.6.2. The following information shall be reflected on the pro-forma invoices and or VAT invoices:

4.6.2.1. Full description of Service / Task performed. (In respect of emergency call-outs, the time and date and name of the person who called the Contractor must be indicated).

4.6.2.2. Fixed monthly contracted services performed.

4.6.2.3. Detailed list of materials / spare parts used showing unit prices, Contractor's mark-up, and subtotal.

4.6.2.4. Copies of all applicable invoices with the applicable Installation inventory number (invoices without order numbers will not be processed for payment).

4.6.2.5. V.A.T.

4.6.2.6. Grand Total.

4.6.3. Supporting documentation must be furnished in respect of all materials / spare parts and subcontract service bought out in the form of copies of supplier/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the Service Manager or appointed Employer representative shall have the right to call for invoices rendered by suppliers to the Contractor in respect of spares and materials purchased for repairs and service to Installations and shall be entitled to withhold the issuing of the payment certificate to the Contractor until such information / documentation have been furnished to the

4.6.4. Employer, provided that, in respect of additional documentation required by the Employer, the Employer's instruction shall have been given to the Contractor in sufficient time before any such payments certificate became due.
4.6.5. No payment for the labour portion of this contract will be considered without supporting
documentation verifying the activity schedule execution against the approved maintenance plan for
the applicable period.

4.6.6. Payment will be made thirty (30) days from the date of receipt of the Contractor’s signed invoice and
credit notes.

4.6.7. In the event that any emergency service / service / task order or overtime is provided at the
Employers request and subsequent inspection does not reveal any defect for which the Contractor
is responsible the Contractor reserves the right to charge the Employer, in accordance with the
agreed day service rates plus all travelling.

4.7. Training Workshops and Technology Transfer

4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the
Contractor.

4.8. Design and Supply of Equipment

4.8.1. The Contractor ensures that the design is fit for the purpose intended. As far as applicable to
maintenance and operations, the design will be in accordance with the mutually agreed
specifications.

4.9. Things Provided at the End of the Service Period for the Employer’s Use

4.9.1. Equipment

4.9.1.1. The inventory materials and spares that were purchased by the Employer during the tenure of
the contract should be returned provided the contractor still holds some in stock.

4.9.2. Information

4.9.2.1. The drawings/diagrams will remain in the sole custody of the Employer. Two copies thereof will
be furnished to the Contractor free of cost, but any further copies shall be paid for by the
Contractor. The Contractor shall give reasonable notice in writing to the Service Manager of
any further drawing/diagrams or specification that may be required for the execution of the
Service.

4.9.2.2. The Employer will provide the Contractor at the appropriate times with the Technical
Information necessary to enable the Contractor to complete the Services in accordance with
the Accepted Plan and schedules. All Technical Information shall be and remains the property
of the Employer and on demand and on termination of the Contract shall be returned to the
Employer.

4.10. Management of Service Done by Task Order

4.10.1. The Contractor shall in the event of ad hoc or minor new service become necessary, submit a
minimum of two (2) quotations (dependant on the nature of services) for such service to the Service
Manager and obtain approval from the Employer’s designated person or Service Manager before
attending to the service.

4.10.2. Quotations must be submitted to the Employer’s designated person or Service Manager two (2)
days from the day requested.

4.10.3. No service other than that described in this Scope of Service (Description of Service) will be done
by the Contractor without a Task Order issued to the Contractor by the Service Manager or
Employer’s designated person. This Task Order will refer to a complaint number and details
regarding the service that must be attended to by the Contractor in writing.
4.10.4. Should the Contractor in the course of performance of the Service become aware of the necessity for any emergency repair, such emergency will forthwith be reported to the Service Manager or any Employer’s designated person for further instructions, provided that nothing herein contained will preclude the Contractor or relieve the Contractor from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s).

4.10.5. The Contractor shall at all times, follow and implement the specified and mandatory safety procedures.

4.10.6. The Contractor will not be entitled to preferential consideration in respect of new service in or the site/ Affected Property or installation. The Employer reserves the right to employ other contractors on an open tender basis where maintenance or new services are done on a project basis and not be a Term Service Contract.

4.10.7. The Employer reserves the right to execute any maintenance or repair service covered under this Contract with his own employees.

4.10.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Labour Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Labour Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage mark-ups.

4.10.9. The Contractor must provide his job cards specifying detail of repairs, this Task Order (official order number(s)) and breakdown of cost into labour (for service done after normal working hours) and material (for non-Activity Schedule service) and signed-off by the Service Manager or Employer’s designated person. In addition to the original completed job card submitted with his account / invoice, the Contractor must submit a copy of the job card to the Service Manager for audit purposes and retain a third copy for his official records. The Contractor shall also conduct and submit a Root Cause Analysis within 48 hours of completing the activity.

4.10.10. Upon completion of the services, the supplier must attach Service Requests and signed –off invoice/payment certificate.

5 Health and Safety, Environment and Quality Assurance

5.1 Health and safety, Risk, Environmental Constraints and Management

5.1.1. The Contractor must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority with regard to the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The Contractor undertakes to indemnify the Employer against all losses, costs, damage or expenses caused by the Contractor’s failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Contractor, the Employer may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Contractor, or it shall be recovered from him.

5.1.2. The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

5.1.3. The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of the Act deemed to be an employer in his own right with duties as prescribed in the Act and agrees to ensure that all service will be performed or machinery
or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any service performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.

5.1.4. The Contractor shall at his own costs at all time comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

5.2. Quality assurance requirements

5.2.1. All service must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance service is indeed performed as and when required.

5.2.2. All new parts should be replaced with original OEM prescribed parts and the quality should be in accordance with SABS, SANS, ANSI standards.

6. Procurement

6.1. Plant and Materials

6.1.1. The Employer reserves the right to obtain his own supplier/s quotations for the same (quality, standard etc. included) material used by the Contractor. The Contractor shall take into account lowest price quotation and availability plus a fee for costing the service.

6.1.2. The supply of Plant and Material not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.

6.1.3. The Contractor shall ensure that any and all material procured by the Contractor for this Contract, are obtained at least at rates that are available to the Employer for similar material. Should the Contractor obtain material at a premium and should the Employer be able to prove that the Contractor did not endeavour to minimise the higher rate/s, the Employer may select not to reimburse the Contractor for the portion of the price for which the Contractor paid a premium. A minimum of 3 competitive quotes shall be sourced by the Contractor for such material to be supplied.

6.1.4. The Employer may supply Plant and Material for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the Employer provide or make available any Plant and Material, the Contractor shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the Employer’s plant and material other than through normal wear and tear, and any uneconomical use or loss of Plant and Material provided by the Employer, will be recovered from the Contractor.

6.1.5. Only Plant and Material of the best quality and approved by SANS and or satisfying the manufacturer’s requirements are to be used in the execution of the Service and the Service is to be performed in a proper work manlike manner to the full satisfaction of the Employer or any statutory institution.

6.1.6. Replacement parts, Plant and Materials used must meet the original manufacturer’s requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.
6.1.7. The Contractor shall inform the Employer in writing with all documents and drawings at least forty-eight (48) hours prior to carrying out any modification to existing Installation/Equipment deemed necessary by the Contractor.

6.1.8. The Contractor shall provide and keep or have access to a national or international inventory of all wearing parts in respect of the Installation. The Employer reserves the right to inspect the spares inventory at any time during the term of this Contract.

6.1.9. No existing equipment, apparatus, appliance or parts of the Installation will be replaced, re-sited, refurbished or be declared redundant without the written consent of the Employer. Replaced or redundant parts remain the property of the Employer and shall be delivered to the Employer to be scrapped where after the Contractor will remove it unless otherwise decided by the Employer.

6.1.10. The Contractor shall inform the Employer at least one (1) week prior to commencing planned repairs, which may necessitate the Installation / Equipment being removed from service for periods exceeding two (2) hours.

6.1.11. Risk of loss of, or damage to any goods supplied shall remain with the Contractor until such goods supplied have been installed by the Contractor, approved and taken over by the Service Manager.

6.1.12. The Contractor undertakes to renew the guarantees of any item in whole or in part which may become defective or faulty during the guarantee period and extend the guarantee for a further term related to the original guarantee. Any such item shall be repaired, replaced or re-instated by the Contractor free of charge to the Employer. Should any item forming part of the Installation and which has been repaired, overhauled, refurbished, serviced or worked on by the Contractor in terms of this Contract, become defective or faulty, during guarantee period (a reasonable time) such items shall be repaired, replaced or re-instated by the Contractor free of charge.

6.1.13. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered. The Contractor shall be responsible for the reception at the Site/Affected Property of all plant and Contractor's equipment delivered for the purpose of this Contract.

6.1.14. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all plant, material, machinery etc. used in connection with the Services by the Contractor shall be the responsibility of the Contractor, including all necessary supervision, labour and equipment for this purpose, and the cost thereof shall be included in the bill of activity schedules.

6.1.15. All Plant and Material stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed Services are handed over to, or have been officially accepted by the Employer.

6.1.16. The Contractor shall cede to the Employer any suppliers or factory guarantees of repaired or replaced components and ensure that such guarantees are not jeopardized in any way. All workmanship and repairs shall be guaranteed for twelve (12) months and so stated on all invoices (failure to do so will delay payment).

6.1.17. All plant, parts, machinery etc., removed from Site / Affected Property for repair purposes shall be signed for by the Contractor if it is removed from the Site. The appropriate receipt form (model number, serial number, part etc.) shall be in duplicate form and available for inspection at any time at either the Service Manager or called for from the Contractor.

6.1.18. The Contractor shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, insulation tape required, cleaning materials etc.), replacement of nuts, bolts, washers, self-tapping screws etc. plus Equipment (including but
not be limited to ladders, scaffolding or specialised tools) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Rates.

6.1.19. The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary

6.2. Correction of defects

6.2.1. If the Employer decide that any service done by the Contractor or any subcontractor is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the Contractor notice in writing of such decision giving particulars of the alleged defect, the Contractor shall with all speed make good the defects so specified.

6.2.2. The cost of making good such defects shall form part of the Contract Bill of schedule, including where a defect is due to negligence or failure of the Contractor, his servants, agents or subcontractors, to exercise good faith or the standard or care which would normally be exercised by duly qualified persons engaged in the business of the Contractor.

6.2.3. Should the Contractor fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Employer and should the Contractor fail to remedy such breach within the timeframe from the date of written notice from the Employer calling upon to do so, the Employer shall have the right without prejudice in terms of this Contract or at law, without further notice to the Contractor.

6.2.3.1. Appoint another person other than the Contractor to complete the Service in question and to recover from the Contractor all cost to complete the service in question plus an administration costs of twenty five (25) percent (%) of the price the other contractor charge the Employer to complete the Service, or

6.2.3.2. Cancel this Contract and recover from the Contractor any damages that it may suffer as a result of such cancellation and / or breach.

7 Working on Affected Property

7.1. Employer's site entry and security control, permits, and site regulations

7.1.1. The Contractor shall at all times ensure that its employees, agents, representatives, specialist, subcontractors and suppliers:

7.1.1.1 Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.

7.1.1.2 Keep the access gates / doors locked at all times. If any security problems are noticed, the Contractor shall immediately notify the Service Manager.

7.1.1.3 Shall in terms of this Scope of Service when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Service, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Contractor's personnel:

7.1.1.3.1 a colour photograph of the relevant member
7.1.1.3.2 full names and surname
7.1.1.3.3 identity number

7.1.2. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to
prevent them from falling into unauthorised hands. The Contractor will be liable for the replacement cost of lost identity disc.

7.1.3. All employees of the Contractor will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

7.1.4. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service Manager. Should any exchange of personnel take place, the Service Manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.

7.1.5. Employees of the Contractor may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.

7.1.6. Employees of the Contractor have, subject to the terms of this Scope of Service, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Contractor must make provision in his costing for access delays in security areas.

7.1.7. Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's servicemen having to leave the Site / Affected Property shall be logged in the applicable report book.

7.1.8. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Contractor shall furnish the Service Manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service Manager, in respect of all persons who will be employed by the Contractor to undertake service at the Site / Affected Property in terms of this Contract.

7.2. People restrictions, hours of service, conduct and records

7.2.1. Service operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 07h30 to 16h00 excluding public holidays. Service operating hours outside of these must be explicitly arranged by the Transnet authorised representative. Contractor personnel shall, however, be on standby 24/7.

7.2.2. The Contractor shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.

7.2.3. The Contractor shall at all-time render service that is in line with Transnet Property's values and ethos.

7.2.4. The Contractor must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.

7.2.5. The Contractor shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.

7.2.6. The Contractor is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.

7.2.7. The Contractor must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.

7.2.8. The Contractor shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.

7.2.9. It is expected from the contractor to ensure that all duties and tasks to be performed on site are adhered to.

7.2.10. The Contractor must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.

7.2.11. The Contractor shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.

7.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorise representative within twenty four (24) hours.

7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.

7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.

7.2.16. The Contractor shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.

7.2.17. The Contractor shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

7.2.18. The Contractor shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises.

7.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Contractor to replace such person without delay.

7.2.20. Personnel Standards

7.2.20.1. Contractor staff must be:

7.2.20.1.1. able to communicate the official language of Transnet which is English;
7.2.20.1.2. physically fit to perform the tasked duties as required;
7.2.20.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;

7.2.21. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Contractor to remove a particular contracted staff(s) from the Premises permanently:

7.2.21.1. Absence without proper notification;
7.2.21.2. Accepting any gifts or bribes in the line of duty;
7.2.21.3. Conduct unbefitting of a contracted staff or prejudicial to discipline, either on or off duty;
7.2.21.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
7.2.21.5. Enabling any person to secure stolen property from the Premises;
7.2.21.6. False reporting;
7.2.21.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
7.2.21.8. Sleeping on duty or neglecting his/her duty;
7.2.21.9. Using or carrying a weapon;
7.2.21.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
7.2.21.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
7.2.21.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
7.2.21.13. Failing to wear the prescribed clothing or identification when on duty.
7.2.21.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.
7.2.22. Contractor staff may be subject to breathalyser testing by Transnet or Representative Contractors prior to the granting of permission onto its Site.

7.3. Health and safety facilities on the Affected Property

7.3.1. The Contractor undertakes to comply with the Employer's safety and emergency measures and procedures the Site / Affected Property.

7.3.2. The Contractor’s procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.

7.3.3. The Contractor shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service Manager, for the rendering of the Service or for whatever purpose.

7.3.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.

7.3.5. The Contractor shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.

7.3.6. The Contractor may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.

7.3.7. The Contractor shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Contractor, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.

7.3.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Contractor will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

7.4. Cooperating with and obtaining acceptance of Others

The Contractor's duty is to co-operate with Others as expressed under the service information. Where the Contractor's service may affect or interfere with the activities of the Employer or Others, it is important that interfaces in respect of physical location and timing are agreed by all parties and shown on the contractor's plan.

7.5. Records of Contractor's Equipment

7.5.1. The Contractor shall have all their Tools and Special Equipment, necessary for the execution of the services, either on site or readily available at their premises and shall be recorded and certified.

7.5.2. The Contractor shall complete or generate an inventory lists of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

7.6. Site services and facilities
7.6.1. Provided by the Contractor

7.6.1.1. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the Contractor deem it necessary.

7.7. Tests and inspections

7.7.1. The Employer or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the Contractor at any time.

7.7.2. Independent inspections: the Employer shall have the right to authorize the inspection of individual equipment or the installation using suitably qualified person at any time and the results of such inspections shall be promptly communicated in writing to the Contractor. Should any defects or remedial service be required in terms of this Contract, the Contractor shall expeditiously undertake it within a mutually agreed time period the corrective service. When the Contractor’s service has been completed satisfactorily, the Employer or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Employer or its inspector may be conducted.

7.7.2.1. Should the follow-up inspection show that the service as agreed and undertaken by the Contractor has not been satisfactorily carried out; the procedure shall be repeated until the established standard of maintenance has been attained. The cost for the follow-up inspection shall be borne by the Contractor.

7.7.2.2. Notwithstanding the Employer’s rights in terms of this Contract, the Contractor shall refund the Employer its costs associated with the reapplication where the Contractor has not completed service satisfactorily as agreed.

7.7.2.3. The independent inspections shall in no way limit the Contractor’s responsibility with respect to any obligation or liabilities in terms of this Contract.

8 List of Drawings

8.1. Drawings issued by the Employer

8.1.1. Drawings means all the drawings / diagrams referred to in this Scope of Service provided by the Employer and furnished to the Contractor, or submitted by the Contractor and approved in writing by the Employer, any revisions of such drawings / diagrams and any such other drawings / diagrams as may from time to time be furnished or approved by the Employer.

8.1.2. The Employer shall permit the Contractor access to relevant drawings and records relating to the Service, where these are available.

8.1.3. The drawings / diagrams will remain in the sole custody of the Employer. Two copies thereof will be furnished to the Contractor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in writing to the Service Manager of any further drawing / diagrams or specification that may be required for the execution of the Service.

8.1.4. One copy of the drawings / diagrams furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site / Affected Property, and shall at all reasonable times be available for inspection and use by the Employer or any other authorised person.

8.1.5. The Contractor shall timely and carefully examine all drawings and shall immediately notify the Service Manager in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the Service.
8.1.6. Where the design of an installation or part thereof is done by the Contractor or third party he shall, unless otherwise directed, submit electronic copies (Auto-Cad), of all plans or drawings of such installation to the Employer whose written approval must be obtained before the Service concerned is commenced.

8.1.7. The Contractor hereby grants to the Employer a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978 –

8.1.7.1. to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the Contractor, other than under the direction or control of the Employer, in connection with the Service;

8.1.7.2. to make free and unrestricted use thereof for its own purposes;

8.1.7.3. to provide copies thereof to consultants to be used by them for consultations and consulting services to the Employer;

8.1.7.4. to provide other parties with copies thereof where tenders are invited by the Employer.

8.1.8. Such non-exclusive license shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the Employer, by any sub-contractor of the Contractor.

8.1.9. The Employer shall make no separate or extra payment in respect of any non-exclusive license granted in terms hereof.

Where the Service requires from the Contractor to provide the Employer with detail design, drawings and or diagrams of an existing or new installation that drawing and or diagrams will comply with Clauses as listed above.