NEC3 Term Service Contract (TSC)

entered into by and between

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

and

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

Description of the Service: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate

Contract Number 3737363.06S
Issue Date 26 June 2018
Clarification Meeting 02 July 2018 @ 10:00
Closing Date 10 July 2018
Closing Time 12h00 PM
Bid Validity Period 90 Business Working Days from Closing Date
CONTRACT DOCUMENTS

Form of Offer & Acceptance

Contract Data
  Part One – Data provided by the Employer
  Part Two – Data provided by the Contractor

Conditions of Contract (3rd Edition – available separately)

Pricing Data

Service Information
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>Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLLECT DOCUMENTS FROM</td>
<td>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. As well as on TGC website</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>compulsory clarification meeting with representatives of the Employer will take place at: 26th Floor, 150 Commissioner Street, Carlton Centre, Johannesburg Monday the 02 July 2018 @ 10:00 am.</td>
</tr>
<tr>
<td>CLOSING DATE</td>
<td>12:00 PM on Tuesday, 10 July 2018 Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</td>
</tr>
<tr>
<td>VALIDITY PERIOD</td>
<td>90 Business Working Days from Closing Date Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.</td>
</tr>
</tbody>
</table>

2. FORMAL BRIEFING

A compulsory Tender briefing will be conducted Monday on the 02 July 2018, at 10:00 am [10 O’clock] for a period of ± 2 (two) hours at 26th Floor, 150 Commissioner Street, Carlton Centre, Johannesburg. [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: 3737363.06S

Description: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate

Closing date and time: Tuesday, 10 July 2018 at 12:00
Closing address: 
TRANSNET GROUP CAPITAL
26th FLOOR, CARLTON CENTRE
TRANSNET GROUP CAPITAL TENDER BOX
OFFICE BLOCK FOYER
150 COMMISSIONER STREET
JOHANNESBURG 2001

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 Entrance Foyer 26th Floor, Carlton Centre Office Towers, 150 Commissioner Street, Johannesburg, 2001 and must be addressed as follows:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
26th FLOOR, CARLTON CENTRE
TRANSNET GROUP CAPITAL TENDER BOX
OFFICE BLOCK FOYER
150 COMMISSIONER STREET
JOHANNESBURG 2001

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

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

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
26TH FLOOR, CARLTON CENTRE
OFFICE BLOCK
150 COMMISSIONER STREET
JOHANNESBURG 2001

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

7.1. 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 3737363.065
No.:
Closing Date 10 July 2018

For: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate

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

Check
Yes □
Yes □

REASON FOR NOT TENDERING:


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


SIGNATURE: ________________________________

TITLE: ________________________________

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>
<tbody>
<tr>
<td>F.1.1</td>
<td>The <em>Employer</em> is Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the <em>Employer</em> comprise:</td>
</tr>
</tbody>
</table>

**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

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March 2015
Part C1: Agreements and contract data

C1.1 Form of offer and acceptance
C1.2 Contract data (Part 1 & 2)

Part C2: Pricing data

C2.1 Pricing instructions
C2.2 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: 150 Commissioner Street

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) The Tender materially comply with the scope / specifications of the Tender.

   b) The Tender contains a priced offer.

2. Pre-Qualifying 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 50 should there be no bidder who attain 60 as stipulated.
Threshold for this Contract is 60%

<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Programme&lt;br&gt;• Programme indicating capability to complete the service as well as capacity and ability to meet delivery schedule.</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Key Person(s)&lt;br&gt;CV (s) and Management Experience&lt;br&gt;• Qualifications/ Proof of Registration/CVs of all key professional personnel to be deployed to do this service</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>Previous Experience&lt;br&gt;• The company’s past experience of similar conceptual or interior design service as well as the capacity and ability to handle interior design projects.</td>
<td>30</td>
</tr>
<tr>
<td>4</td>
<td>Method Statement&lt;br&gt;• Method Statement which includes a description of the measures and steps to be taken in the development of the designs.</td>
<td>20</td>
</tr>
</tbody>
</table>

Total Weighting: Minimum qualifying score required: 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 lift foyer of the 26th Floor, Carlton Centre Office Block (TRANSNET GROUP CAPITAL)
- Physical address: 150 Commissioner Street, Johannesburg.
- Identification details: The tender documents must be submitted labelled with:
  - Name of Tenderer:
  - Contact person and details:
  - The Tender Number: 3737363.06S
The Tender Description: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate

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

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**

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</thead>
<tbody>
<tr>
<td><strong>F.2.13.9</strong></td>
<td>Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.</td>
</tr>
<tr>
<td><strong>F.2.15</strong></td>
<td>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</td>
</tr>
<tr>
<td><strong>F.2.16</strong></td>
<td>The tender offer validity period is 90 business working days.</td>
</tr>
<tr>
<td><strong>F.2.23</strong></td>
<td>The tenderer is required to submit with his tender:</td>
</tr>
<tr>
<td></td>
<td>1. An <strong>original valid</strong> 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;</td>
</tr>
<tr>
<td></td>
<td>2. A valid certified SANAS B-BBEE accreditation certificate, and</td>
</tr>
<tr>
<td></td>
<td>3. A valid letter of good standing with the Workmen’s Compensation Fund</td>
</tr>
</tbody>
</table>

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 Functionality, Price and Preference 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 Documents

1. Returnable Schedules

T2.2-3 Risk Elements
T2.2-4 Availability of equipment and other resources
T2.2-8 Schedule of proposed Sub-Contractor
T2.2-9 Insurance provided by the Contractor
T2.2-14 Authority to submit tender
T2.2-15 Certificate of attendance at tender clarification meeting
T2.2-16 Record of addenda to tender documents
T2.2-17 Compulsory Enterprise Questionnaire
T2.2-31 Supplier Code of Conduct
T2.2-33 Mutual Non-Disclosure Agreement
T2.2-36 RFP Declaration Form
T2.2-38 Declaration of Understanding (Environmental and Health & Safety)
T2.2-43 RFP – Breach of Law
T2.2-50 BBBEE Preference Points Claim Form
T2.2-51 Cert of Acquaintance

This schedule is required for payment purposes only:

T2.2-34 Supplier Declaration Form

2. Evaluation Schedule

T2.2-2 Programme
T2.2-7 Management and CV's of key persons
T2.2-25 Previous experience
T2.2-37 Method Statement

3. C1.1 Offer portion of Form of Offer & Acceptance

4. C1.2 Contract Data Part 2: Data by Contractor

5. C2.2 Price list

6. C3.1 Service Information
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>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>
T2.2-4: Availability of Equipment and Other Resources

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Works Information, as well as the availability and details of ownership for each item.

<table>
<thead>
<tr>
<th>Number of Equipment</th>
<th>Equipment Type – Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
T2.2-8: Schedule of Proposed Sub-Contractor

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed 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>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tbody>
</table>

Signed

Date

Name

Position

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

Clause 84.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006 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 PSC)</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</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>
<tr>
<td>(Other)</td>
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</tr>
</tbody>
</table>

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
Transnet Group Capital
Enquiry Number: 3737363.065
Description of the Services: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate
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

Name

Position

Date

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>
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<tbody>
<tr>
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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>
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<tbody>
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</tbody>
</table>

Part T2: Returnable Schedules
T2.2-14: Authority to submit a Tender
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
T2.2-15: 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 @ 10:00</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>28 June 2018</td>
</tr>
<tr>
<td>Starting time:</td>
<td>10:00</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: 3737363.06S
Description of the Services: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate

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

Particulars of person(s) attending the meeting:

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

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

Capacity                  Date & time
Procurement Officer        28 June 2018 @ 10:00
T2.2-16 : Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

Attach additional pages if more space is required.

Signed

Name

Tenderer

Date

Position
T2.2-17 : Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: .................................................................
Section 2: VAT registration number, if any: ................................................
Section 3: CIDB registration number, if any: ............................................

Section 4: Particulars of sole proprietors and partners in partnerships

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

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

Section 5: Particulars of companies and close corporations

Company registration number ............................................................
Close corporation number ..............................................................
Tax reference number .................................................................
Section 6: Record in the service of the state

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

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

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

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within last 12 months</td>
</tr>
</tbody>
</table>

*insert separate page if necessary*
Section 7: Record of spouses, children and parents in the service of the state

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

- [ ] a member of any municipal council
- [ ] a member of any provincial legislature
- [ ] a member of the National Assembly or the National Council of Province
- [ ] a member of the board of directors of any municipal entity
- [ ] an official of any municipality or municipal entity
- [ ] an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- [ ] a member of an accounting authority of any national or provincial public entity
- [ ] an employee of Parliament or a provincial legislature

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

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

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

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

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

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

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

Signed

[Signature]

Date

[Date]

Name

[Name]

Position

[Position]

Enterprise

[Enterprise Name]
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). A 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.
their QSEs 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-BBBEE 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).
# APPENDIX A

## 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>
</tbody>
</table>

### Company Income Tax Number

<table>
<thead>
<tr>
<th>Form of Entity</th>
<th>CC</th>
<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-profit (NPO’s or NPC)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Institution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Liability Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Owned Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provincial Govt</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Local Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Form of Entity</th>
<th>CC</th>
<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Institution</td>
<td>Personal Liability Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialised Profession</td>
<td>State Owned Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Institution</td>
<td>National Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint Venture</td>
<td>Provincial Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign International</td>
<td>Local Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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>

### Your Current Company’s VAT Registration Status

<table>
<thead>
<tr>
<th>VAT Registration Number</th>
<th></th>
</tr>
</thead>
</table>

**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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Contact Person Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>
Is your company a Labour Broker?  
Yes  No

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

How many personnel does the business employ?  Full Time  Part Time

Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.

Most recent Financial Year’s Annual Turnover  
< R10 Million  > R10 Million  < R50 Million  > R50 Million

Does your company have a valid B-BBEE certificate?  
Yes  No

Please indicate your Broad Based BEE status (Level 1 to 9)  
1  2  3  4  5  6  7  8  9

Majority Race of Ownership

<table>
<thead>
<tr>
<th>% Black Ownership</th>
<th>% Black Women Ownership</th>
<th>% Black Disabled person(s) Ownership</th>
<th>% Black Youth Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>% White Ownership</td>
<td>% Indian Ownership</td>
<td>% Coloured Ownership</td>
<td></td>
</tr>
</tbody>
</table>

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>Supplier Development Information Required</th>
</tr>
</thead>
</table>
| EMPOWERING SUPPLIER                       | YES  NO  
| FIRST TIME SUPPLIER                       | YES  NO  
| SUPPLIER DEVELOPMENT PLAN                | YES  NO  
| DEVELOPMENT PLAN DOCUMENT                | * If Yes- Attach supporting documents  
| ENTERPRISE DEVELOPMENT BENEFICIARY        | YES  NO  
| SUPPLIER DEVELOPMENT BENEFICIARY         | YES  NO  
| GRADUATION FROM ED TO SD BENEFICIARY      | YES  NO  
| ENTERPRISE DEVELOPMENT RECIPIENT          | YES  NO  

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

Name and Surname  Designation
Signature  Date

Stamp And Signature Of Commissioner Of Oaths

Name and Surname  Date
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

APPENDIX C

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 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
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.

| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) |
| At least 51% Black Owned | Level Two (125% B-BBEE procurement recognition level) |

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
T2.2-31 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")
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 R1 000 within a 12 month period;

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

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

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

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

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

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

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

3.5 The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of
its agents or representatives in South Africa, if any, involved directly or indirectly in the registration
or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African
nationality shall furnish the name and address of the foreign principals, if any, involved directly or
indirectly in the registration or tendering process.

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

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

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET’S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract; or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and
(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

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

7.2 If it is found to be that the Tenderer / Service Provider /Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)
8 SANCTIONS FOR VIOLATIONS

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

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

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

c) Recover all sums already paid by Transnet;

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

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

a) Private gain or advancement; or

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

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

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

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

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

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

10 MONITORING

10.1 Transnet will be responsible for appointing an independent Monitor to:

a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000,000 (one hundred million Rand) in value;
b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and

c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

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

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

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

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

12 DISPUTE RESOLUTION

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

a) Vexatious proceedings: these are frivolous proceedings which have been instituted without proper grounds;

b) Perjury: where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

c) Scurrilous allegations: where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

d) Abuse of court process: when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

13 GENERAL

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

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

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

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

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

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall 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 Relocation of furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate. 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 ___________________________
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.

March 2015

Page 1 of 2
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>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Place:</td>
<td></td>
</tr>
</tbody>
</table>
Transnet Group Capital
Enquiry Number: 3737363.06S
Description of the Services: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate

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 Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate 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 Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate 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
T2.2-50: 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 that 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></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total points for Price and B-BBEE must not exceed</strong></td>
<td><strong>100</strong></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 [IRBA] 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;
"B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

"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;

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

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

"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;

"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;

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

"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);

"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;

"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;

"non-firm prices" means all prices other than "firm" prices;

"person" includes a juristic person;

"QSE" means a Qualifying Small 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);

"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;

"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;

"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;

"trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
(t) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

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

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20

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

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

Where

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

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

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

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

5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity’s Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

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

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

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

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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: \( \ldots = \ldots \) (maximum of 20)
8. SUB-CONTRACTING

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

(Tick applicable box)

| YES | NO |

8.1.1 If yes, indicate:

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

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

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

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

| YES | NO |

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

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

9.4 TYPE OF COMPANY/FIRM

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

(Tick applicable box)

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

9.6 COMPANY CLASSIFICATION

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

(Tick applicable box)
9.7 Total number of years the company/firm has been in business: 

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have – 

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

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

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

September 2016
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
T2.2-2: Programme

The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer’s requirements and within the stipulated timeframes.

For clarity the tenderer shall note the following:-

- Programme indicating capability to complete the service as well as capacity and ability to meet delivery schedule.

The Programme to indicate the following as a minimum:

<table>
<thead>
<tr>
<th>Activity No</th>
<th>Activity description</th>
<th>Start date</th>
<th>Finish date</th>
<th>Preceding activities</th>
<th>Time risk allowances (TRA)</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Score 0</th>
<th>Bidder has not submitted the required information/Submitted information cannot be rated.</th>
</tr>
</thead>
</table>
| Score 20 | A detrimental response - limited or poor evidence, high probability that the employer’s requirements will not be met.  
  - Programme without Work Breakdown Structure (WBS)  
  - Contract period not as per contract data. |
| Score 40 | Programme and Work Breakdown Structure (WBS) not complete or does not represent a clear understanding of the project requirements;  
  - Contract period not as per contract data  
  - Software programme used not Primavera. |
| Score 60 | Programme and Work Breakdown Structure (WBS) complete and corresponds to method statement with minor discrepancies;  
  - Contract period as per contract data  
  - Software programme used (Primavera or MS Project)  
  - Starting Date, Key Dates, Planned Completion Date & Completion Date |
| Score 80 | Programme and Work Breakdown Structure (WBS) complete and corresponds to method statement;  
  - Level 4 schedule that is Resource and Cost loaded  
  - Contract period as per contract data  
  - Software programme used (Primavera or MS Project)  
  - Starting Date, Key Dates, and Planned Completion Date & Completion Date clearly stated. |
Score 100

Programme and Work Breakdown Structure (WBS) very well understood and presented, complete and corresponds to method statement.
Level 4 schedule that is Resource and Cost loaded.
Contract period as per contract data.
Software programme used (Primavera or MS Project)
Starting Date, Key Dates, and Planned Completion Date & Completion Date clearly stated.
All activities to be logically tied using critical path method (CPM).
Provision for SHEQ requirement.

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

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
T2.2-7: Management & CV's of Key Persons – NEC3 ECC

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.

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

- Qualifications/ Proof of Registration/CVs of all key professional personnel to be deployed to do this service

Note: CV's and profiles should show experience, background and track record in similar types of projects

Attached submissions to this schedule:

---

The table below will be used as guidelines for scoring/evaluating the management and CV's of key persons submitted by the Tenderer:

<table>
<thead>
<tr>
<th>Score 0</th>
<th>Bidder has not submitted the required information/cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 20</td>
<td>Project Manager. Site Supervisor.</td>
</tr>
<tr>
<td>Score 40</td>
<td>Project Manager. Site Supervisor. SHE Personnel.</td>
</tr>
<tr>
<td>Score 60</td>
<td>Project Manager. Site Supervisor. Quality Officer. SHE Personnel.</td>
</tr>
<tr>
<td>Score 80</td>
<td>Project Manager. Site Supervisor. Project Planner/scheduler. SHE Personnel. Quality Officer.</td>
</tr>
</tbody>
</table>

1NEC3 Engineering & Construction Contract (with amendments June 2006 and April 2013)
Score 100

Project Manager.
Site Supervisor.
Project Planner/Scheduler.
Costing personnel.
SHE Personnel.
Quality Officer.
Experience of the staff allocated to the project and availability of skills to manage and perform the contract must be clearly indicated.

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

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
T2.2-25: Previous Experience

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

- Evidence of previous Projects completed with project values with contactable references
- The company's past experience of similar conceptual or interior design service as well as the capacity and ability to handle interior design projects.
- Firms shall have extensive experience in similar works

Index of documentation attached to this schedule:

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

<table>
<thead>
<tr>
<th>Score 0</th>
<th>Tenderer has not submitted the required information/cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 20</td>
<td>Tenderer has successfully completed at least 1 similar Project. 1 written reference in a letter head has been provided.</td>
</tr>
<tr>
<td>Score 40</td>
<td>Tenderer has successfully completed at least 2 similar Projects. 2 written references in a letter head have been provided.</td>
</tr>
<tr>
<td>Score 60</td>
<td>Tenderer has successfully completed at least 3 similar Projects. 3 written references in a letter head have been provided.</td>
</tr>
<tr>
<td>Score 80</td>
<td>Tenderer has successfully completed at least 4 similar Projects. 4 written references in a letter head have been provided.</td>
</tr>
<tr>
<td>Score 100</td>
<td>Tenderer has successfully completed at least 5 similar Projects. 5 written references in a letter head have been provided.</td>
</tr>
</tbody>
</table>
Transnet Group Capital
Enquiry Number: 3737363.06S
Description of the Services: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate

Signed ____________________________________________________________________________ Date ____________________________________________________________________________

Name ____________________________________________________________________________ Position ____________________________________________________________________________

Tenderer ____________________________________________________________________________
**T2.2-37: Method Statement**

Method statement

- Method Statement which includes a description of the measures and steps to be taken in the development of the designs.

The scoring will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>Prompt for judgement</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Tenderer has not submitted the required information/ cannot be rated.</td>
</tr>
<tr>
<td>20</td>
<td>The methodology approach; work alignment to project schedule is poorly presented.</td>
</tr>
</tbody>
</table>
| 40    | The methodology approach; work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology.  
        Clause by Clause compliance to specification. |
| 60    | Bidder has submitted a method statement with minor omissions and/or irregularities  
        Clause by Clause compliance to specification |
| 80    | Bidder has submitted an exceptional method statement:  
        Approach clearly articulated and based on this project;  
        Work aligned with project schedule;  
        The proposed construction methodology will ensure that operations will not be disrupted; and  
        The method Statement covers all the aspects of the project.  
        4 Clause by Clause compliance to specification. |
| 100   | Bidder has submitted an exceptional method statement:  
        Approach clearly articulated and based on this project;  
        Work aligned with project schedule;  
        The proposed construction methodology will ensure that operations will not be disrupted; and  
        Besides attaining excellent rating, the important issues are approached in an innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the-art approaches.  
        4 Clause by Clause compliance to specification. |

Signed

Date

Name

Position

Tenderer
TRANSPORT GROUP CAPITAL
Enquiry Number: 3737363.06S
Description of the Services: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate
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:

Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate

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

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

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

(in words)

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

Signature(s)

Name(s)

Capacity

For the Tenderer:

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
- Part C4 Site 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 on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the Employer

Transnet SOC Ltd
150 Commissioner Street
Carlton Centre
Johannesburg

Name & signature of witness

Date
## 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:

**Signature**

**Name**

**Capacity**

**On behalf of**

**Name & signature of witness**

**Date**

### For the Employer:

**Transnet SOC Ltd**

**150 Commissioner Street**

**Carlton Centre**

**Johannesburg**

---

**C1.1: Form of Offer & Acceptance**
# 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><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> 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></td>
</tr>
<tr>
<td></td>
<td>A: Priced contract with price list</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W1: Dispute resolution procedure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X2: Changes in the law</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X18: Limitation of liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X20: Key performance indicators</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Z: <em>Additional conditions of contract</em></td>
<td></td>
</tr>
</tbody>
</table>

of the NEC3 Term Service Contract (June 2005)\(^1\)(and amended June 2006 and April 2013)

| 10.1 | The *Employer* is; | Transnet SOC Ltd |
|      | Address | Registered address: Carlton Centre 150 Commissioner Street Johannesburg |
|      |         | Having elected its Contractual Address for the purposes of this contract as: |
|      |         | Transnet Group Capital 26\(^{th}\) Floor – Carlton Centre 150 Commissioner Street Johannesburg 2001 |
|      |         | Postal Address: P O Box 1048 Johannesburg South Africa 2000 |
|      | Tel No. | 011 308 4700 |
|      | Fax No. | 011 308 1382 |

\(^1\) Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009
<table>
<thead>
<tr>
<th>10.1</th>
<th>The Service Manager is (name):</th>
<th>Doctor Sigudu</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>Transnet Group Capital</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Carlton Centre</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150 Commissioner Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Johannesburg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2001</td>
</tr>
<tr>
<td></td>
<td>Tel</td>
<td>011 308 1273</td>
</tr>
<tr>
<td></td>
<td>e-mail</td>
<td><a href="mailto:Doctor.sigudu@transnet.net">Doctor.sigudu@transnet.net</a></td>
</tr>
<tr>
<td>11.2(13)</td>
<td>The service is</td>
<td>Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate</td>
</tr>
<tr>
<td>11.2(14)</td>
<td>The following matters will be included in the Risk Register</td>
<td>None identified at the contract date</td>
</tr>
<tr>
<td>11.2(15)</td>
<td>The Service Information is in</td>
<td>Part C3.1: The Scope of Services</td>
</tr>
<tr>
<td>12.2</td>
<td>The law of the contract is the law of</td>
<td>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</td>
</tr>
<tr>
<td>13.1</td>
<td>The language of this contract is</td>
<td>English</td>
</tr>
<tr>
<td>13.3</td>
<td>The period for reply is</td>
<td>2 (two) weeks</td>
</tr>
<tr>
<td>2</td>
<td>The Contractor's main responsibilities</td>
<td>(If the optional statement for this section is not used, no data will be required for this section)</td>
</tr>
<tr>
<td>21.1</td>
<td>The Contractor submits a first plan for acceptance within</td>
<td>2 (two) weeks of the Contract Date</td>
</tr>
<tr>
<td>3</td>
<td>Time</td>
<td></td>
</tr>
<tr>
<td>30.1</td>
<td>The starting date is.</td>
<td>TBA</td>
</tr>
<tr>
<td>30.1</td>
<td>The service period is</td>
<td>TBA</td>
</tr>
<tr>
<td>4</td>
<td>Testing and defects</td>
<td>No additional data is required for this section of the conditions of contract.</td>
</tr>
<tr>
<td>5</td>
<td>Payment</td>
<td></td>
</tr>
<tr>
<td>50.1</td>
<td>The assessment interval is</td>
<td>18th (twenty fifth) day of each successive month.</td>
</tr>
<tr>
<td>51.1</td>
<td>The currency of this contract is the</td>
<td>South African Rand (ZAR).</td>
</tr>
<tr>
<td>51.2</td>
<td>The period within which payments are made is</td>
<td>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.</td>
</tr>
<tr>
<td>51.4</td>
<td>The interest rate is</td>
<td>the prime lending rate of the Standard Bank South Africa.</td>
</tr>
</tbody>
</table>
6 Compensation events

These are additional compensation events:

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

7 Use of Equipment Plant and Materials

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

8 Risks and insurance

84.1 The Contractor provides these additional insurances

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

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

3. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.

84.2 The minimum amount of cover for loss of or damage to any plant and materials provided by the Employer is:

The deductible of the relevant insurance policy

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

whatever the Contractor deems necessary in addition to that provided by the Employer.
84.2 The minimum limit of indemnity for insurance in respect of death or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is: The Contractor must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1983 as amended.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>88.1</td>
<td>The Contractor’s liability to the Employer for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to R0.0 (zero Rand)</td>
</tr>
<tr>
<td>88.2</td>
<td>For any one event, the Contractor’s liability to the Employer for loss or damage to the Employer’s property is limited to The deductible of the relevant insurance policy</td>
</tr>
<tr>
<td>88.3</td>
<td>The Contractor’s liability for Defects due to his design which are not notified before the last defects date is limited to The total of the Prices at contract date</td>
</tr>
<tr>
<td>88.4</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 The total of the Prices at contract date</td>
</tr>
<tr>
<td>88.5</td>
<td>The end of liability date is 1 (One) year after Completion of the whole of the Service.</td>
</tr>
</tbody>
</table>

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

10 Data for main Option clause

<table>
<thead>
<tr>
<th>Letter</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Priced contract with price list</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>W1.1</td>
<td>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.</td>
</tr>
<tr>
<td>W1.2(3)</td>
<td>The Adjudicator nominating body is: The Association of Arbitrators (Southern Africa)</td>
</tr>
<tr>
<td>W1.4(2)</td>
<td>The tribunal is: Arbitration</td>
</tr>
<tr>
<td>W1.4(5)</td>
<td>The arbitration procedure is Contained in the latest Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</td>
</tr>
<tr>
<td></td>
<td>The place where arbitration is to be held is Johannesburg</td>
</tr>
</tbody>
</table>
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.

Z Additional conditions of contract

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 Works;
  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 Works.

- 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.

Z1.2

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..............
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>3</td>
</tr>
<tr>
<td>C2.2</td>
<td>Price list</td>
<td>5</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:

(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.

1.3 Measurement and Payment

1.3.1 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.

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

1.3.3 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.

1.3.4 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.

1.3.5 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.

1.3.6 The price list below is only indicative; contractor must determine his/her own detailed price list to complete the service.
1.3.7 Minor service will only be executed as follows:

a) Minor service must have been approved by the Employer designated person, i.e. Service Manager

b) Upon completion of the service, the Contractor must attach work request and signed-off invoice/payment certificate.
C2.2 Price List
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RELOCATION OF FURNITURE FROM CARLTON CENTRE TO TRANSNET SOC TEMPORARY OFFICES AT WATERFALL BUSINESS ESTATE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Price List 1: DISMANTLING &amp; PACKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Carefully Dismantle and Pack all furniture and boxes situated at the following floors in the Carlton Centre Tower on 150 Commissioner Street, Johannesburg: Floor 19, 23, 25, 26, 27, 28, 29 and 40.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Boxes</td>
<td>No</td>
<td>4000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Combination Desk - Managerial</td>
<td>No</td>
<td>85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Combination Desk - Open Plan (with privacy screens)</td>
<td>No</td>
<td>550</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Credenza</td>
<td>No</td>
<td>85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Office Chair</td>
<td>No</td>
<td>636</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Meeting Table (Rect 12 Seater)</td>
<td>No</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Meeting Table (Round 4 Seater)</td>
<td>No</td>
<td>85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Meeting Table (Rect 6 Seater)</td>
<td>No</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Canteen Tables</td>
<td>No</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Bar Tables (Round)</td>
<td>No</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11</td>
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**Price List 3: RE-ASSEMBLING**

_Carefully Re-Assemble and Restore to original condition all the relocated furniture and place in position._
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<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
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</table>
C3: Scope of Service

C3.1 Services Information

1. Background of the project

It is without a doubt that the Carlton Centre is an iconic and venerable building which any property owner will not find easy to dispose, by virtue of its uniqueness. Transnet intends to keep the Carlton Centre in its property portfolio. With a heritage of well over four decades, the building has become old and its current hazardous state poses a threat to the well-being of Transnet’s 1 400 employees based at the Carlton Centre.

It is against this backdrop that the leadership of Transnet aims to refurbish the Carlton Centre Precinct - comprising the Officer Tower, Shopping Centre and the 2 Hotels (Questions may arise as to whether the parking areas are included in this refurbishment) - which is central to the City of Johannesburg plans to rejuvenate the Central Business District. During the refurbishment Transnet employees will be relocated to another building on a temporary basis of which they will return to Carlton Centre once the refurbishment is complete.

The following scope should also be adhered to in conjunction with the technical scope supplied:

1. Dismantling and Packing

   - The dismantling and moving of all the existing furniture, boxes and equipment that is currently in use will be required. This furniture is situated at Transnet’s existing offices which is located in the Carlton Centre at 150 Commissioner Street, Johannesburg 2001.

2. Transportation and Relocation

   - The dismantled furniture will then need to be transported from Transnet’s current offices to the new site, that is from the Carlton Centre, 150 Commissioner Street, Johannesburg 2001 to 9 Country Estate Drive, Waterfall Business Estate, Jukskei View, South Africa

3. Re-assembling

   - Once all goods are transported, delivered and upon complete relocation, all the furniture, dismantled or otherwise, will need to be reassembled and/or placed in position.

4. Care taking

   - The Contractor must at all times ensure that high consideration is placed for the handling of the furniture, equipment and boxes throughout the whole process, from dismantling, packing, transportation, relocation and reassembling to prevent any damage.
The key professional personnel required for this contract are as follows:

- An experienced Logistics and transportation firm is sought to relocate furniture from Transnet Group Capital's current offices to its new temporary offices. The Contractors will assemble his own team needed.

CVs of key personnel showing qualifications, proof of registration and relevant experience to be submitted. The Contractor to provide proof of holding Professional Indemnity Cover and to provide proof of memberships of voluntary relevant association's

If considered necessary, the Contractor is to make provision for providing security when doing any site related service.

2. Specifications

2.1 The Contractor must make sure that he obtains access certificates and together with his personnel comply to any safety requirements imposed by Transnet and as arranged by the Service Manager.

3. Constraints on how the Contractor Provides the Services

3.1 Deliverables

3.1.1 Tender returnable are as follows:

- The company's past experience of similar conceptual or interior design service as well as the capacity and ability to handle interior design projects.

- Method Statement which includes a description of the measures and steps to be taken in the development of the designs.

- Qualifications/ Proof of Registration/CVs of all key professional personnel to be deployed to do this service.

- Programme indicating capability to complete the service as well as capacity and ability to meet delivery schedule.

3.2 Clarification meeting

- 3.2.1 After the contract is awarded, the successful Contractor must be available for clarification meetings at the The Carlton Centre, 150 Commissioner Street, Johannesburg 2001 and at 9 Country Estate Drive, Waterfall Business Estate, Jukskei View, South Africa.
4. Services and other things provided by the Employer

The Employer will not provide any plant, equipment or material.

5. Procurement

5.1 Code of Conduct

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

- The Transnet Detailed Procurement Procedure (DPP);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE); and
- The Anti Corruption Act.

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

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

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

1. Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
   - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
   - Employees must not accept or request money or anything of value, directly or indirectly, to:
     - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
     - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
     - Gain an improper advantage.
   - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

3. Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
   - Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
TRANSPORT GROUP CAPITAL
Enquiry Number: 3737363.06S
Description of the Services: Relocation of Furniture from Carlton Centre to Transnet SOC Temporary Offices at Waterfall Business Estate

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards Transnet employees.

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

Conflicts of Interest

1. A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.
   - Doing business with family members
   - Having a financial interest in another company in our industry

5.2 The Contractor's Invoices

5.2.1 The invoice must correspond to the Service Manager assessment of the amount due to the Contractor as stated in the payment certificate.

5.2.2 The invoice states the following:
   - Invoice addressed to Transnet Limited;
   - Transnet Limited's VAT No: 4720103177;
   - Invoice number;
   - The Contractor's VAT Number; and
   - The Contract number: 3737363.06S

5.2.3 The invoice contains the supporting detail:
   - Description of service completed and claimed for
   - Cost breakdown of service previously claimed, currently claimed, and balance outstanding for each section of service.
   - Approved timesheets by Service Manager

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

5.2.5 Invoices submitted by post are addressed to:
   Transnet Limited
   PO Box 72501
   Parkview
   2122
   For the attention of the Contract Administrator – Refiwe Monyebudi, Transnet Group Capital

5.2.6 Invoices submitted by hand are presented to:
   Transnet Group Capital
   26th Floor, The Carlton Centre
   150 Commissioner Street
   Johannesburg, 2001
For the attention of the Contract Administrator – Refilwe Monyebudi, Transnet Group Capital

5.2.7 The invoice is presented as an original.
PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

A requisition for the relocation of all the required furniture that is currently situated Transnet’s existing offices, located in Carlton Centre, 150 Commissioner Street, Johannesburg. Transportation of all furniture and goods will be from Transnet’s current offices to the new site, which is located at 9 Country Estate Drive, Waterfall Business Estate, Jukskei View, South Africa.

1.2. Existing buildings, structures, and plant & machinery on the Site

No plant and machinery currently on site.

1.3. Subsoil information

No geotechnical information required for this project.

1.4. Hidden services

N/A

1.5. Other reports and publicly available information

Any additional information necessary to complete the works will be made available on request.