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

Supply, Deliver and Assemble of Office Furniture for Transnet Offices at Waterfall Business Estate

Enquiry Number 3737363.007S
Issue Date 13 August 2018
Clarification Meeting Friday the 17th August 2018 @ 13:00
Closing Date 24 August 2018
Closing Time 12h00 PM
Bid Validity Period 90 Business Working Days from Closing Date
**Transnet Group Capital**  
Enquiry Number: 3737363.007S  
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

### T1.1 Tender Notice and Invitation to Tender

**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>Supply, Deliver and Assemble of Office Furniture for Transnet 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.</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>Compulsory clarification meeting with representatives of the Purchaser will take place at:</td>
</tr>
<tr>
<td></td>
<td>9 Country Estate Drive, Waterfall Business Estate, Jukskei View on Friday the 17th August 2018 @ 13:00 am.</td>
</tr>
<tr>
<td>CLOSING DATE</td>
<td>12:00 PM on Friday, 24 August 2018</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>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 Friday on the 17 August 2018, at 13:00 am for a period of ± 2 (two) hours at 9 Country Estate Drive, Waterfall Business Estate, Jukskei View. [Tenderers to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

2.1 A Certificate of Attendance in the form set out in the Returnable Schedule T2.2-15 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenders are required to bring this Returnable Schedule T2.2-15 (attached to the Tender document) to the briefing session to be signed by the Purchaser'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: 3737363.007S
Description: **Supply, Deliver and Assemble of Office Furniture for Transnet Offices at Waterfall Business Estate**

Closing date and time: **Friday, 24 August 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 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**

5.1 Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at 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)

TO: Transnet Group Capital
    Attention: Nnemo Pyana
    Email: nnemo.pyana@transnet.net

Project 3737363
No.: Tender 3737363.007S
No.: Closing 24 August 2018
Date

For: Supply, Deliver and Assemble of Office Furniture for Transnet 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: _______________________________
T1.2 Tender Data (Alternative Method 2)


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

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Purchaser is Transnet SOC Ltd</td>
</tr>
<tr>
<td></td>
<td>(Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Purchaser 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

**Part C: The contract**

**Part C1: Agreements and**
- C1.1 Form of offer and acceptance
contract data

C1.2 Contract data (Part 1 & 2)

Part C2: Pricing data

C2.1 Pricing Assumptions
C2.2 Price Schedule

Part C3: Scope of Goods

C3 Goods 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.
   c) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms of F.2.7 below.

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 points will result in the tender being disqualified and removed from further consideration.

   Transnet reserves the right to lower the threshold from 60 points to 50 points should there be no bidder who attain 60 points as stipulated.
<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>T2.2-2 Programme</strong></td>
<td></td>
</tr>
<tr>
<td>Programmes submitted by the tenderers will be awarded points as distributed for the following aspect:</td>
<td></td>
</tr>
<tr>
<td>• Ability to execute the supply in terms of the Employer’s requirements within the required timeframe indicating the order and timing of the supply goods and services that will take place in order to provide the works.</td>
<td>5</td>
</tr>
<tr>
<td>• Key Dates, Planned Completion Date &amp; Completion Date</td>
<td>5</td>
</tr>
<tr>
<td>• All activities to be logically tied using critical path method (CPM).</td>
<td>5</td>
</tr>
<tr>
<td>• Level 2 schedule Requirements as listed in the NEC3, SC. Level 2 schedule is a high level schedule with 2 levels of WBS. The project name being a level 0.</td>
<td>5</td>
</tr>
<tr>
<td>• Estimated Duration = 2 months</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-20 Quality</strong></td>
<td></td>
</tr>
<tr>
<td>• Company Quality Policy</td>
<td>5</td>
</tr>
<tr>
<td>• Project Specific Quality Management Plan</td>
<td>10</td>
</tr>
<tr>
<td>• Assurance of continuity of supply (7-10 years) after assembling</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-21 Environmental Plan</strong></td>
<td></td>
</tr>
<tr>
<td>• Tenderer shows a good understanding of the environmental management requirements.</td>
<td></td>
</tr>
<tr>
<td>• Environmental staff has adequate experience and/or qualifications.</td>
<td>15</td>
</tr>
<tr>
<td>• signed Declaration of Understanding,</td>
<td></td>
</tr>
<tr>
<td>• Environmental Management Plan and company SHE policy.</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-22 Health and safety plan</strong></td>
<td></td>
</tr>
<tr>
<td>• Valid letter of good standing with insurance body.</td>
<td></td>
</tr>
<tr>
<td>• Contractor Safety Questionnaire</td>
<td></td>
</tr>
<tr>
<td>• Signed statement acknowledging safety requirements.</td>
<td>5</td>
</tr>
<tr>
<td>• Safety Management Plan</td>
<td>5</td>
</tr>
<tr>
<td>• CV’s, Roles &amp; responsibilities and competency of legal appointments</td>
<td>5</td>
</tr>
<tr>
<td>- Supervisor/s</td>
<td></td>
</tr>
</tbody>
</table>
**T2.2-25 Previous Experience**

**Previous Experience**

Evidence of previous Projects completed with project values with contactable references

- At least 3 projects where at least 150 tables and chairs were supplied and installed
  - 10
- Provide CV’s of the key personnel and assemblers/supervisor/s
  - 10

**Company profile**

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

**Industry**

- Firms shall have extensive experience in similar works
  - 15

| Maximum possible score for quality | 100 |

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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: 3737363.007S

The Tender Description: Supply, Deliver and Assemble Office Furniture for Transnet 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

March 2015
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**

<table>
<thead>
<tr>
<th>F.2.13.9</th>
<th>Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.2.15</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>F.2.16</td>
<td>The tender offer validity period is 90 business working days from closing date.</td>
</tr>
<tr>
<td>F.2.23</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.</td>
</tr>
<tr>
<td></td>
<td>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>
<tr>
<td>F.3.11.3</td>
<td>The procedure for the evaluation of responsive tenders is CIDB Method 2 with Functionality, Price and Preference criteria.</td>
</tr>
<tr>
<td>F.3.11.7</td>
<td>The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of ( W_1 ) is:</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>
Transnet Group Capital  
Enquiry Number: 3737363.007S  
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

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).
T2.2-48: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

\[ LC = 1 - \left( \frac{x}{y} \right) \times 100 \]

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.
1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. "bid" includes advertised competitive bids, written price quotations or proposals;

2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);

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

2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. "duty sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. "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.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:
Description of services, works or goods | Stipulated minimum threshold
---|---
Office furniture | 85% |

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
   (Tick applicable box)

   ![YES NO]

5.1. If yes, provide the following particulars:

   (a) Full name of auditor: ..........................................................
   (b) Practice number: ..................................................................
   (c) Telephone and cell number: ..................................................
   (d) Email address: .................................................................

   (Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)
6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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

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

IN RESPECT OF BID NO. ........................................................................................................................................

ISSUED BY: (Procurement Authority / Name of Institution):
........................................................................................................................................

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdli.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

   (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

   (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:
Transnet Group Capital  
Enquiry Number: 3737363.007S  
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th>Office furniture</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: __________________________ DATE: ____________

WITNESS No. 1 __________________________ DATE: ____________

WITNESS No. 2 __________________________ DATE: ____________
## Annex C

### Local Content Declaration - Summary Schedule

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender description:</th>
<th>Designated product(s)</th>
<th>Tender Authority:</th>
<th>Tendering Entity name:</th>
<th>Tender Exchange Rate:</th>
<th>Specified local content 85%</th>
</tr>
</thead>
</table>

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

### Calculation of local content

<table>
<thead>
<tr>
<th>Tender Item no's</th>
<th>List of items</th>
<th>Tender price - each (excl VAT)</th>
<th>Exempted imported value</th>
<th>Tender value net of exempted imported content</th>
<th>Imported value</th>
<th>Local value</th>
<th>Local content % (per item)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C8)</td>
<td>(C9)</td>
<td>(C10)</td>
<td>(C11)</td>
<td>(C12)</td>
<td>(C13)</td>
<td>(C14)</td>
<td>(C15)</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Tender summary

<table>
<thead>
<tr>
<th>Tender Qty</th>
<th>Total tender value</th>
<th>Total exempted imported content</th>
<th>Total imported content</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C16)</td>
<td>(C17)</td>
<td>(C18)</td>
<td>(C19)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total tender value</th>
<th>R 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C20)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Exempt imported content</th>
<th>R 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C21)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tender value net of exempted imported content</th>
<th>R 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C22)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Imported content</th>
<th>R 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C23)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total local content</th>
<th>R 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C24)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average local content % of tender</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(C25)</td>
<td></td>
</tr>
</tbody>
</table>

**Signature of tenderer from Annex B**

**Date:**

---

SATS 1286.2011
T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

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

<table>
<thead>
<tr>
<th>Held at</th>
<th>9 Country Estate Drive, Waterfall Business Estate, Jukskei View</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>17 August 2018</td>
</tr>
<tr>
<td>Starting time</td>
<td>10:00 am</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 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 Procurement Officer 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: 3737363.0075
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

Particulars of person(s) attending the meeting:

Name

________________________________________
Capacity

Name

________________________________________
Capacity

Name

________________________________________
Capacity

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

Name

________________________________________
Capacity

Procurement Officer

Name

________________________________________
Capacity

Procurement Officer

Name

________________________________________
Date & time

Monday 17 August 2018 @ 10:00
T2.2-2: Programme

Programmes submitted by the tenderers will be awarded points as distributed for the following aspect:

- Ability to execute the work in terms of the Employer's requirements within the required timeframe indicating the order and timing of the activities that will take place in order to provide the work.
- Key Dates, Planned Completion Date & Completion Date
- All activities to be logically tied using critical path method (CPM).
- Level 2 schedule Requirements as listed in the NEC3, SC. Level 2 schedule is a high level schedule with 2 levels of WBS.
  Estimated Duration = 2 months

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>
<tbody>
<tr>
<td>Score 20</td>
<td>A detrimental response - limited or poor evidence, high probability that the employer's requirements will not be met.</td>
</tr>
<tr>
<td></td>
<td>• Programme without Work Breakdown Structure (WBS)</td>
</tr>
<tr>
<td></td>
<td>• Contract period not as per contract data</td>
</tr>
<tr>
<td>Score 40</td>
<td>Programme and Work Breakdown Structure (WBS) not complete or does not represent a clear understanding of the project requirements;</td>
</tr>
<tr>
<td></td>
<td>• Contract period not as per contract data</td>
</tr>
<tr>
<td>Score 60</td>
<td>Programme and Work Breakdown Structure (WBS) complete and corresponds to method statement with minor discrepancies;</td>
</tr>
<tr>
<td></td>
<td>• Contract period as per contract data</td>
</tr>
<tr>
<td></td>
<td>• Starting Date, Key Dates, Planned Completion Date &amp; Completion Date</td>
</tr>
<tr>
<td>Score 80</td>
<td>Programme and Work Breakdown Structure (WBS) complete and corresponds to method statement;</td>
</tr>
<tr>
<td></td>
<td>• Level 2 schedule</td>
</tr>
<tr>
<td></td>
<td>• Contract period as per contract data</td>
</tr>
<tr>
<td></td>
<td>• Starting Date, Key Dates, and Planned Completion Date &amp; Completion Date clearly stated.</td>
</tr>
</tbody>
</table>
Score 100

Programme and Work Breakdown Structure (WBS) very well understood and presented, complete and corresponds to method statement.
Level 2 schedule.
Contract period as per contract data.
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 __________________________
T2.2-20: Quality Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Goods Information and should include:

1. Company Quality Policy
2. Project Specific Quality Management Plan

Attached submissions to this schedule:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
T2.2-21: Evaluation Schedule: Environmental Management

- Transnet SOC Limited SHEQ policy
- Transnet Group Capital SHEQ policy
- Signed Declaration of Understanding
- Environmental Management Plan (EMP)
- Company SHE policy

The scoring of the Tenderer’s Environmental Management submission will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Bidder has not submitted the required information/ cannot be rated.</td>
</tr>
<tr>
<td>20</td>
<td>Bidder has submitted the returnable documents. Declaration of Understanding not signed.</td>
</tr>
<tr>
<td>40</td>
<td>Bidder has submitted the returnable documents and signed Declaration of Understanding.</td>
</tr>
<tr>
<td>60</td>
<td>Bidder has submitted the returnable documents, a signed Declaration of Understanding and EMP.</td>
</tr>
<tr>
<td>80</td>
<td>Bidder has submitted the returnable documents and signed Declaration of Understanding, EMP and company SHE policy.</td>
</tr>
<tr>
<td>100</td>
<td>Tenderer shows a good understanding of the environmental management requirements. Environmental staff has adequate experience and/or qualifications.</td>
</tr>
</tbody>
</table>

Attached submissions to this schedule:

........................................
........................................
........................................
........................................
........................................
........................................
........................................
........................................
Transnet Group Capital
Enquiry Number: 3737363.007S
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

The undersigned, who warrants he/she is duly authorised to do so on behalf of the enterprise, confirms that the content 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
# DECLARATION OF UNDERSTANDING

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

<table>
<thead>
<tr>
<th>PROJECT NO:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>CONTRACT NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

I, __________________________

_(Name)_

_(Designation)_

_(Representing)_

---

Declare that I have read and understood the contents of the Construction Environmental Management Plan (ENV-STD-001) and associated documents for the above mentioned Project and Contract.

---

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

---

**Signed**

**Place**

**Witness 1:**

**Witness 2:**
SAFETY, HEALTH, ENVIRONMENTAL AND QUALITY (SHEQ)

RISK MANAGEMENT POLICY STATEMENT

Commitment

Transnet SOC Ltd ("Transnet") as the custodian of rail, ports and pipeline businesses, while committed to enable the competitiveness, growth and development of the South African economy, will integrate SHEQ Risk Management to its core business activities and, as part of such integration undertakes to:

- Comply, as a minimum, with all applicable Safety, Health, Environmental and Quality legislation, regulations, standards as well as international Protocols and Codes ratified by the Republic of South Africa;
- Provide and maintain appropriate resources to identify and manage SHEQ risks or impacts and support the development and implementation of relevant management systems that the company subscribes to, such as ISO 14001, ISO 9001, NOSA CMB253, OHSAS 18001, SANS 3000, SANS 10049, ISO 27001, ISO 26000, ISO 50001, SANS 31000 and ISO 22301;
- Manage and mitigate SHEQ risks inherent to Transnet to minimise adverse impact to the quality of service, quality of products, health and safety of employees and the general public as well as the natural environment;
- Promote a SHEQ Risk Management culture;
- Communicate transparently to promote dialogue with the relevant stakeholders and integrate SHEQ Risk Management performance in its triple bottom line reporting process in accordance with global sustainability principles;
- Promote wise and efficient utilization of natural resources and respond to climate change;
- Provide necessary support and information, including this Policy Statement, to relevant stakeholders to SHEQ Risk Management objectives throughout the value chain;
- Consistently render services that meet the quality requirements and expectations of our customers;
- Proactively manage natural resources by reducing emissions and discharges as well as implementing waste reduction strategies;
- Make all employees, including contractors, aware of this Policy Statement and ensure that they accept their duty and responsibility to take appropriate care for their own health and safety and also that of fellow employees and any other person who may be affected by their actions at work;
- Monitor and audit SHEQ Risk Management systems and take corrective and preventative action to ensure effectiveness, efficiency and continuous improvement throughout Transnet;
- Ensure contingency plans, service recovery plans, pollution prevention plans and emergency response measures are in place and communicated to all employees and stakeholders; and
- Review this Policy Statement every five years or as circumstances dictate to ensure effectiveness, relevance and continual improvement of SHEQ performance.

Accountability and Responsibility

Transnet recognises its ultimate responsibility and accountability for SHEQ Risk Management in its capacity as the employer and that all the employees of Transnet, including contractors, have a role to play in delivering on the commitments set out in this Policy Statement.

Signed: [Signature]

Siyabonga Gambi
Group Chief Executive

Date: 2016.06.10
TRANSNET GROUP CAPITAL
SAFETY, HEALTH, ENVIRONMENTAL AND QUALITY (SHEQ) RISK MANAGEMENT POLICY STATEMENT

Scope

Transnet Group Capital (TGC) is a specialist unit within Transnet SOC Ltd. It offers technically specialised project management services in the delivery of port, rail and pipeline infrastructure projects on behalf of the Transnet. TGC’s objective is to deliver major infrastructure projects sustainably through the delivery of infrastructure projects on time, in budget, according to specification and safely

Our Commitment

To provide efficient and cost effective project management services on a sustainable basis that enhances the interests of all our stakeholders, whilst continuously improving SHEQ Risk Management

We will integrate SHEQ risk management in our core business activities and undertake to do the following:

- Comply with all applicable SHEQ compliance obligations;
- Conform to Transnet SOC Ltd requirements, and endeavor to implement best practices in all our activities;
- Hold our managers, supervisors and contractors accountable to provide effective leadership and promote a SHEQ culture while recognizing that all people involved in our projects should act in a responsible and safe manner;
- Establish, implement and maintain the SHEQ management system;
- Provide and maintain sufficient resources to support the implementation of the SHEQ responsibilities and best practices;
- Ensure that all identified SHEQ risks and impacts are evaluated and controlled;
- Set appropriate objectives and targets for continual improvement of SHEQ performance in line with strategic direction and context of the organization;
- Monitor, measure, audit and communicate the effectiveness of our SHEQ performance;
- Take corrective and preventative actions to ensure effectiveness, efficiency and continuous improvement of the SHEQ Management System;
- Commit to use the best practical options for the sustainable use of our natural resources, pollution prevention, Health and Safety of our employees, quality of our products, and effectively respond to climate change;
- Plan, design, manage and close projects in a manner that promotes sustainable development;
- Deliver services which meet or exceed customer requirements in terms of quality and value for money;
- Ensure that contingency plans, service recovery plans, and emergency response measures are in place and communicated to all employees and stakeholders;
- Engage in open communications with interested parties (i.e. communities, shareholders and other stakeholders);
- Exercise due regard and respect for local community interest, cultures and customs, and contribute meaningfully to the economic, social, environmental and educational well-being of the communities in which we operate;
- Make all employees, including contractors, aware of this SHEQ policy;
- Review this policy statement every 5 years or as and when circumstances dictate and commit to making this policy available to the public on request.

Signed: [Signature] Date: 2016.6.1

Krishna Reddy: Chief Capital Officer
**T2.2-22: Evaluation Schedule: Health and Safety Plan**

Submit the following documents as a minimum with your tender:

- Valid letter of good standing with insurance body.
- Contractor Safety Questionnaire
- Signed statement acknowledging safety requirements.
- Safety Management Plan
- CV's, Roles & responsibilities and competency of legal appointments
  - Supervisor/s

---

**Attached submissions to this schedule:**

---------------------------------------------

---------------------------------------------

---------------------------------------------

---------------------------------------------

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

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

<table>
<thead>
<tr>
<th>Points</th>
<th>Overview of Tenderer’s SHE system for project Policy (State points allocated) 1. Commitment to Safety, Continual improvement, Compliance to legal requirements, appropriate to the nature of contractor’s activities, Hold management accountable for development of the safety systems, Include objectives and targets. and Roles &amp;Responsibilities, such as S16.1 CEO, S16.2 Assistant CEO, 8.1 Construction manager, 8.5 Safety officer, 8.7 Construction Supervisor, supervisor, 9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993</th>
<th>List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project and Signed statement acknowledging receiving budget provision for SHE pack requirements which include SHE Bill of Quantity.</th>
<th>Overview of the Risk Assessment indicating major activities of the project and Safety Work Method Statement.</th>
<th>Six months synopsis of SHE incidents, description, type and action taken to prevent re-occurrence as well as the SHE challenges envisaged for the project and how they will be addressed and overcome.</th>
<th>Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td></td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

Score 0  The Tenderer has submitted no information or inadequate information to determine a score.

Score 20 SHE system for project, 1 of the 5 key policy components are recognized and meet the Employer’s requirement and Valid letter of good standing with Roles and responsibilities do not meet the Occupational health and safety Act as per construction Key responsible persons are not included on training matrix as per proposed organogram Information supplied is totally insignificant/inadequate to achieve the required standard of Information supplied is totally insignificant/inadequate to achieve the required standard of

September 2016

Page 2 of 5

T2.2-22: Health and Safety Plan
<table>
<thead>
<tr>
<th>Score 40</th>
<th>SHE system for project, 2 of the 5 key policy components are recognized and meet the Employer’s requirement and Valid letter of good standing with insurance body.</th>
<th>Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TCP health and safety specification.</th>
<th>Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel and SHE Bill of Quantity not addressing project.</th>
<th>Poor response/answer/solution lacks convincing evidence, medium risk that stated Employer’s requirements will not be met.</th>
<th>Poor response/answer/solution lacks convincing evidence, medium risk that stated Employer’s requirements will not be met.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 60</td>
<td>SHE system for project, 3 of the 5 key policy components are recognized and meet the Employer’s requirements and Valid letter of good standing with insurance body.</td>
<td>Satisfactory response on roles and responsibilities as per Employer’s requirements.</td>
<td>Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TCP</td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated Employer’s requirements will not be met.</td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated Employer’s requirements will not be met.</td>
</tr>
<tr>
<td>Score 80</td>
<td>SHE system for project, 4 of the five key policy components are recognized and meets the Employer's requirements and Valid letter of good standing with insurance body.</td>
<td>Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TCP health and safety specification.</td>
<td>Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TCP health and safety specification and SHE Bill of Quantity is Good.</td>
<td>Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements.</td>
<td>Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements.</td>
</tr>
</tbody>
</table>
The measure of the ability of the tenderer to undertake the project and complete it within the health and safety specification provided.

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

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________

September 2016
Notes to tenderers:


All the projects/contracts are subject to the following safety rules and fundamentals:

- Fully compliant to the Employers standards,
- ZERO TOLERANCE – The Project Safety Management is founded on MOTTO principles – “Zero Tolerance, Target Zero” which means stop work that is unsafe. This approach to safety requires an absolute adherence to standards at all times and an intolerance of unsafe acts or conditions.

By signing this Tender schedule, the tenderer confirms that they will comply with the above Standard and requirements.

The tenderer should attach the following:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer’s CV roles and responsibilities.
4. Details of Safety Officer’s roles and responsibilities.
5. Safety, Heath & Environmental Policies.
6. Overview of tenderer’s SHE system for the project/contract
7. Overview of RA process and examples
8. Lists of job categories for contract and competencies require per category and plan to address and meet outstanding competencies
10. SHE challenges envisaged for the contract and how they will be addressed and overcome.
12. Construction Health & Safety File (Index)
13. Construction Safe Work Method Statement

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ____________________________

Tender schedule: T2.2-12

Health and Safety Plan
The tenderer should attach the following:

1. Details of their safety records. For the past three years detailing for each year:
   - number of contracts completed
   - Number of Lost Time Incidents
   - LTI frequency rate
   - number of fatalities
     o fatality frequency rate
     o star rating with NOSA or IMSR or similar system

2. The following company information:
   - Copy of the SHE Policy
   - Proof of SHE training or management and supervision.
   - Company SHE Manual,
   - Safety Performance Records/Statistics,
   - FEM/WCA Letter of Good Standing.
   - Name, Roles and Responsibilities – Safety Officer,
   - Overview of own SHE programme,
   - Overview of own risk assessment process and examples of RA’s.
   - Six-month synopsis of incidents
   - Overview of selection process of sub-contractors.

Signed

Date

Name

Position

Tenderer
**Health, Safety Questionnaire**

1. **SAFE WORK PERFORMANCE**

1A. Injury Experience / Historical Performance

Use the previous three years injury and illness records to complete the following:

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of medical treatment cases</th>
<th>Number of restricted work day cases</th>
<th>Number of lost time injury cases</th>
<th>Number of fatal injuries</th>
<th>Total recordable frequency</th>
<th>Lost time injury frequency</th>
<th>Number of worker manhours</th>
</tr>
</thead>
</table>

1 - Medical Treatment Case  
Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician.

2 - Restricted Work Day Case  
Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties.

3 - Lost Time Cases  
Any occupational injury that prevents the worker from performing any work for at least one day.

4 - Total Recordable Frequency  
Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours.

5 - Lost Time Injury Frequency  
Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours.

1B. **Workers' Compensation Experience**

Use the previous three years injury and illness records to complete the following (if applicable):

<table>
<thead>
<tr>
<th>Year</th>
<th>Industry Code:</th>
<th>Industry Classification:</th>
</tr>
</thead>
</table>

**2. Citations**

2A. Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?  
- [ ] Yes  
- [ ] No  
If yes, provide details:

2B. Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?  
- [ ] Yes  
- [ ] No  
If yes, provide details:
### 3. Certificate of Recognition

Does your company have a Certificate of Recognition?  
☐ Yes  ☐ No  If Yes, what is the Certificate No.  

<table>
<thead>
<tr>
<th>Issue Date</th>
</tr>
</thead>
</table>

### 4. Safety Program

Do you have a written safety program manual?  
☐ Yes  ☐ No  

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?  
☐ Yes  ☐ No  

If Yes, provide a copy for review

Does your safety program contain the following elements:

<table>
<thead>
<tr>
<th>CORPORATE SAFETY POLICY</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>INCIDENT NOTIFICATION POLICY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>RECORDKEEPING &amp; STATISTICS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>REFERENCE TO LEGISLATION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>GENERAL RULES &amp; REGULATIONS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>PROGRESSIVE DISCIPLINE POLICY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>RESPONSIBILITIES</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>PPE STANDARDS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>ENVIRONMENTAL STANDARDS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>MODIFIED WORK PROGRAM</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>EQUIPMENT MAINTENANCE</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>EMERGENCY RESPONSE</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>HAZARD ASSESSMENT</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SAFE WORK PRACTICES</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SAFE WORK PROCEDURES</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>WORKPLACE INSPECTIONS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>INVESTIGATION PROCESS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>TRAINING POLICY &amp; PROGRAM</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>COMMUNICATION PROCESSES</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

### 5. Training Program

5A. Do you have an orientation program for new hire employees?  
☐ Yes  ☐ No  

If Yes, include a course outline. Does it include any of the following:

<table>
<thead>
<tr>
<th>GENERAL RULES &amp; REGULATIONS</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMERGENCY REPORTING</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>INJURY REPORTING</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>LEGISLATION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>RIGHT TO REFUSE WORK</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>PERSONAL PROTECTIVE EQUIPMENT</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>EMERGENCY PROCEDURES</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>PROJECT SAFETY COMMITTEE</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>HOUSEKEEPING</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>LADDERS &amp; SCAFFOLDS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>FALL ARREST STANDARDS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>AERIAL WORK PLATFORMS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>CONFINED SPACE ENTRY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>TRENCHING &amp; EXCAVATION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SIGNS &amp; BARRICADES</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>DANGEROUS HOLES &amp; OPENINGS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>RIGGING &amp; CRANES</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>MOBILE VEHICLES</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>PREVENTATIVE MAINTENANCE</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>HAND &amp; POWER TOOLS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>FIRE PREVENTION &amp; PROTECTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>ELECTRICAL SAFETY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>COMPRESSED GAS CYLINDERS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>WEATHER EXTREMES</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>
5B. Do you have a program for training newly hired or promoted supervisors?  ☐ Yes  ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

<table>
<thead>
<tr>
<th>EMPLOYER RESPONSIBILITIES</th>
<th>☐ No</th>
<th>SAFETY COMMUNICATION</th>
<th>☐ Yes</th>
<th>☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPLOYEE RESPONSIBILITIES</td>
<td>☐ No</td>
<td>FIRST AID/MEDICAL PROCEDURES</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>DUE DILIGENCE</td>
<td>☐ No</td>
<td>NEW WORKER TRAINING</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>SAFETY LEADERSHIP</td>
<td>☐ No</td>
<td>ENVIRONMENTAL REQUIREMENTS</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>WORK REFUSALS</td>
<td>☐ No</td>
<td>HAZARD ASSESSMENT</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>INSPECTION PROCESSES</td>
<td>☐ No</td>
<td>PRE-JOB SAFETY INSTRUCTION</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>EMERGENCY PROCEDURES</td>
<td>☐ No</td>
<td>DRUG &amp; ALCOHOL POLICY</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>INCIDENT INVESTIGATION</td>
<td>☐ No</td>
<td>PROGRESSIVE DISCIPLINARY POLICY</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>SAFE WORK PROCEDURES</td>
<td>☐ No</td>
<td>SAFE WORK PRACTICES</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>SAFETY MEETINGS</td>
<td>☐ No</td>
<td>NOTIFICATION REQUIREMENTS</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
</tbody>
</table>

6. SAFETY ACTIVITIES

Do you conduct safety inspections?  ☐ Yes  ☐ No  Weekly  Monthly  Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes  ☐ No  Daily  Weekly  Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes  ☐ No  Weekly  Biweekly  Monthly

Is pre-job safety instruction provided before to each new task?  ☐ Yes  ☐ No

Is the process documented?  ☐ Yes  ☐ No

Who leads the discussion?

Do you have a hazard assessment process?  ☐ Yes  ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?
Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

- Yes  - No

How does your company measure its H&S success?
- Attach separate sheet to explain

7. Safety Stewardship

7A Are incident reports and report summaries sent to the following and how often?

<table>
<thead>
<tr>
<th>Position</th>
<th>Yes</th>
<th>No</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project/Site Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vice President/Managing Director</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Safety Director/Manager</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>President/Chief Executive Officer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7B How are incident records and summaries kept? How often are they reported internally?

<table>
<thead>
<tr>
<th>Incident Type</th>
<th>Yes</th>
<th>No</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incidents totalled for the entire company</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incidents totalled by project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Sub totalled by superintendent</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Sub totalled by foreman</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7C How are the costs of individual incidents kept? How often are they reported internally?

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Yes</th>
<th>No</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs totalled for the entire company</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Costs totalled by project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Sub totalled by superintendent</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Sub totalled by foreman/general foreman</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7D Does your company track non-injury incidents?

<table>
<thead>
<tr>
<th>Incident Type</th>
<th>Yes</th>
<th>No</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Near Miss</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8 Personnel

List key health and safety officers planned for this project. Attach resume.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Title</th>
<th>Designation</th>
</tr>
</thead>
</table>

Supply name, address and phone number of your company’s corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone Number</th>
</tr>
</thead>
</table>

Other responsibilities:

9 References

List the last three company’s your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program.

<table>
<thead>
<tr>
<th>Name and Company</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT WITH MANDATORY

OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993)

AGREEMENT WITH MANDATORY In terms of Section 37(1) and (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Transnet

(Hereinafter referred to as the Employer)

AND

__________________________
CONTRACTOR
(Hereinafter referred to as The Contractor)

Compensation Fund Number:

__________________________

AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK AND EACH PAGE AND CHANGE TO BE INITIALED.
Definition of Mandatory:

Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user.

Occupational Health and Safety Act (No. 85 of 1993)

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT and Regulations.

2. Your attention is drawn to "General Duties of Employers to their Employees" as required by Sect 8 of the Act.

3. You are required to:

3.1 Sign a written "Agreement with Mandatory" as required by Sect 37(1) (2) of the Act with us before you commence any work on my / our premises / site.

3.2 Provide the client / principal contractor with a documented health and safety plan.

3.3 Provide the client / principal contractor with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).

Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).

3.4 Provide the client / principal contractor with written designation of your nominated Health and Safety Representative as per Sect 17(1).

3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)

3.6 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).

3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3. Note: Asbestos and Lead regulations are separate.

3.8 When using a Materials Hoist, comply with Construction Regulation 17.

3.9 When using Lifting Machines and Lifting Tackle, comply with Driven Machinery Regulation 18.

3.10 When using Explosive Powered Tools, comply with Construction Regulation 19.

3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 10 and 14.

3.12 When Excavating or Demolishing, comply with Construction Regulation 11 and 12.

3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.

3.14 When working in confined spaces, comply with General Safety Regulation 5.

4. You are responsible for providing your own legal safety documents and registers to comply with the Act’s requirements. A copy of the OHS Act of 1993 should be available in the main contractor’s office.
5. You are required to comply with General Safety Regulation 2(1) to (7) and provide employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.

6. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 24 of the Act.)

Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)

You are required to provide the client proof of registration with the Compensation Commissioner/Federated Employer’s Mutual within seven (7) days after signing this agreement. Failure to do so would result in the client notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the contractor) See Section 8(1) of the COID Act.

I, .......................................................................................... (Responsible person) for,

.......................................................................................... (Company)

appoint, ................................................................................... (Contractor) at the following premises / site:

.......................................................................................... Period: ...........................................................

AUTHORISED SIGNATORY FOR THE COMPANY

                                                  Signature                        Designation                        Date

ACCEPTANCE SIGNATORY FOR THE CONTRACTOR

I, .......................................................................................... hereby acknowledge receipt of and accept and understand the requirements of this agreement and shall ensure compliance with the OHS Act 85, of 1993.

                                                  Signature                        Designation                        Date
Transnet Group Capital
Enquiry Number: 3737363.0075
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall
Business Estate

T2.2-25: Previous Experience

Note to tenderers:

Evidence of previous Projects completed with project values with contactable references

- At least 3 projects where at least 150 tables and chairs were supplied and installed
- Provide pictures of the above listed projects.
- Provide CV’s of the key personnel and assemblers/supervisor/s

Company profile

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

Industry

- 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</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 0</td>
<td>Tenderer has not submitted the required information/cannot be rated.</td>
</tr>
<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: 3737363.007S
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

Signed

Date

Name

Position

Tenderer
T2.1 List of Returnable Schedules

1. These schedules are required for pre-qualification and eligibility purposes:
   T2.2-48 Stage One as per PPPFA: Eligibility Criteria Schedule - Declaration Certificate of Local
   Production and Content
   T2.2-15 Stage Two as per CIDB: Eligibility Criteria Schedule - Certificate of attendance at tender
   Clarification meeting

2. These schedules will be utilised for evaluation purposes – Stage Three:
   T2.2-2 Evaluation Schedule: Programme
   T2.2-20 Evaluation Schedule: Quality Plan
   T2.2-21 Evaluation Schedule: Environmental Plan
   T2.2-22 Evaluation Schedule: Health and Safety Requirements
   T2.2-25 Evaluation Schedule: Previous experience

3. General Returnable Schedules
   T2.2-3 Risk Elements
   T2.2-8 Schedule of proposed Sub-suppliers
   T2.2-9 Insurance provided by the Supplier
   T2.2-14 Authority to submit tender
   T2.2-16 Record of addenda to tender documents
   T2.2-17 Compulsory Enterprise Questionnaire
   T2.2-27 BBBEE and Socio-Economic Obligations
   T2.2-31 Integrity Pact
   T2.2-33 Non-Disclosure Agreement
   T2.2-34 Supplier Declaration Form
   T2.2-36 Tender Declaration Form
   T2.2-38 Declaration of Understanding (Environmental and Health and Safety)
   T2.2-39 Supplier Development Declaration
   T2.2-40 Supplier Development Plan – Annexure B
   T2.2-43 RFP – Breach of Law
   T2.2-50 BBBEE Preference Points Claim Form
T2.2-51 Certificate of Acquaintance with Tender Documents

4. C1.1: Offer portion of Form of Offer & Acceptance
5. C1.2: Contract Data Part 2: Data by Supplier
6. C2.2: Price Schedule
7. C3.1 Goods 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></td>
<td></td>
</tr>
</tbody>
</table>

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

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

We notify you that it is our intention to employ the following sub-suppliers 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-Suppliers 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-Supplier</th>
<th>Nature and extent of service</th>
<th>Previous experience with Sub-Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed ________________________________ Date ____________

Name ________________________________ Position ________________________________

Tenderer ________________________________
T2.2-9: Insurance provided by the **Supplier**

Clause 84.1 in NEC3 Supply Contract (June 2005)(amended June 2006 and April 2013) requires that the **Supplier** provides the insurance stated in the insurance table except any insurance which the **Purchaser** is to provide as stated in the Contract Data.

Please provide the following details for insurance which the **Supplier** 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 SC)</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 <strong>Supplier</strong> 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 <strong>Supplier</strong> 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 <strong>Supplier</strong> 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>
</tbody>
</table>

(Other)

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

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

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

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

A. Certificate for Company

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

Signed

__________________________

Date

__________________________

Name

__________________________

Position

Chairman of the Board of Directors
**B. Certificate for Partnership**

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

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

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

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

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

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

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

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

Signed ____________________________ Date ____________________________

Name ____________________________ Position Sole Proprietor
T2.2-16: Record of Addenda to Tender Documents

We confirm that the following communications received from the Purchaser 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>
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<tr>
<td>4</td>
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<td>5</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

Date

Name

Position

Tenderer
T2.2-17 : Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise: ..............................................................

Section 2: VAT registration number, if any: ........................................

Section 3: CIDB registration number, if any: ......................................

Section 4: Particulars of sole proprietors and partners in partnerships

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

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

Section 5: Particulars of companies and close corporations

Company registration number .................................................................

Close corporation number .................................................................

Tax reference number .................................................................
Section 6: Record in the service of the state

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

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

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

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
</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>
</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 Purchaser to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

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

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

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

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

Signed

Date

Name

Position

Enterprise name


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

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

Tenders are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Tenders are required to at all times comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

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

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

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

5.1 B-BBEE Joint Ventures or Consortiums

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

Tenders are to note the requirements for B-BBEE compliance of JVs or consortia as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

5.2 Subcontracting

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

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

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

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

5.3 B-BBEE Improvement Plan

Transnet encourages its Approved List of Service Provider(s) to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system

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

September 2016
based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan.

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

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

5.4 Supplier Development Initiatives

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

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

Transnet reserves the right to use Supplier Development as an objective criterion to justify the award of business to a bidder other than the highest scoring bidder. All Respondents are therefore advised that Transnet may decide at its sole discretion to use SD as an objective criteria on the following basis:
The extent by which bidders are prepared to exceed the minimum SD prequalification threshold to be stated in each of the subsequent award of work RFP’s.

In order to maximise compliance to SD requirements, the suppliers will be required to submit auditable SD reports against the signed requirements on a project by project basis. Transnet reserves the right to complete audits of these reports as well as the suppliers business to ensure that SD commitments are delivered as agreed.
T2.2-31 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 its content. The contract with the successful tenderer will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Tenderer / Service Provider / Service Provider / Contractor (hereinafter referred to as the "Tenderer / Service Provider/Contractor")
Transnet Group Capital  
Enquiry Number: 3737363.007S  
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

PREAMBLE

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

March 2015

Service Provider Integrity Pact
Private & Confidential
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 furtheance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 INDEPENDENT TENDERING

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

   a) has been requested to submit a Tender in response to this Tender invitation;

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

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

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

   a) prices;

   b) geographical area where Goods or Services will be rendered [market allocation];

   c) methods, factors or formulas used to calculate prices;

   d) the intention or decision to submit or not to submit, a Tender;

   e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or

   f) tendering with the intention of not winning the Tender.

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET’S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

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

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

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

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

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

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

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

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

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

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

   h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

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

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

8 SANCTIONS FOR VIOLATIONS

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

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

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

c) Recover all sums already paid by Transnet;

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

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

a) Private gain or advancement; or

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

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

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

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

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

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

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

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

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

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

12 DISPUTE RESOLUTION

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

   a) Vexatious proceedings: these are frivolous proceedings which have been instituted without
      proper grounds;
   b) Perjury: where a Tenderer / Service Provider / Contractor make a false statement either in giving
      evidence or on an affidavit;
   c) Scurrilious 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 tendere by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

oooo00000
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 Supply, Deliver and Assemble Office Furniture for Transnet 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

______________________________  __________________________
Name                                Date

Tenderer

______________________________  __________________________
**SUPPLIER DECLARATION FORM**

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

**Please Note:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury’s Central Supplier Database (CSD). This needs to be done via their portal at [https://secure.csd.gov.za/](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 timely 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-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. As per the communique 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 follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).
## Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

<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>Personal Liability Co</td>
<td>State Owned Co</td>
<td>National Govt</td>
<td>Provincial Govt</td>
<td>Local Govt</td>
<td></td>
</tr>
<tr>
<td>Educational Institution</td>
<td>Specialised Profession</td>
<td>Financial Institution</td>
<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
<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>Form of Entity</th>
<th>CC</th>
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<th>Limited</th>
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<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
<td></td>
</tr>
</tbody>
</table>

Your Current Company’s VAT Registration Status

VAT Registration Number

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

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

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

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

<table>
<thead>
<tr>
<th>Company Contact Person Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>Email</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  
| <R10Million | >R10Million | <R50Million | >R50Million |

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.

Supplier Development Information Required

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

* If Yes - Attach supporting documents

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

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

Stamp And Signature Of Commissioner Of Oaths

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Date</th>
</tr>
</thead>
</table>
Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, ___________________________________________ solemnly swear/declare that ___________________________________________ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million threshold, as required in terms of the Value Added Tax Act.

Signature: ____________________________________________________________________________

Designation: __________________________________________________________________________

Date: __________________________________________________________________________________

Commissioner of Oaths

Thus signed and sworn to before me at _________________ on this the ____________
day of ______________________ 20______.

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

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

I, the undersigned, ____________________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<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
**APPENDIX D**

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

I, the undersigned, ____________________________

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

Hereby declare under oath as follows:

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

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

**Definition of “Black People”**

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –

(a) Who are citizens of the Republic of South Africa by birth or descent; or
(b) Who became citizens of the Republic of South Africa by naturalization -
   i. Before 27 April 1994; or
   ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

3. I hereby declare under Oath that:

- The Enterprise is _____________% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____________% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

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

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

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

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

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

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

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

**Deponent Signature** .................................................................

**Date** ......................................................................................

**Commissioner of Oaths**

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

**Name and Surname** ................................................................. **Signature & Stamp**
T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: ________________________________

We ________________________________ do hereby certify that:

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

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

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

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

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

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

ADDRESS: __________________________________________

____________________________________________________

Indicate nature of relationship with Transnet:

____________________________________________________

____________________________________________________

____________________________________________________

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

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

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

SIGNED at ____________________________ on this _____ day of _______________ 20____

<table>
<thead>
<tr>
<th>For and on behalf of</th>
<th>AS WITNESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________________</td>
<td>________________</td>
</tr>
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</table>

| duly authorised thereto | |
|------------------------||

<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>
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</tbody>
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<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place:</td>
</tr>
</tbody>
</table>
T2.2-38 : DECLARATION OF UNDERSTANDING

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

I,

(Name)  (Designation)

(Representing)

Declare that I have read and understand the contents of the Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate (RE-ISSUE) 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 Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate (RE-ISSUE) for the aforementioned Contract.

Signed

Place

Witness 1:

Witness 2:
T2.2-39: SUPPLIER DEVELOPMENT: RETURNABLE SCHEDULE

I/We ________________________________

hereby agree to commit that not less than 20% of the contract value will be spent cumulatively on Supplier Development Initiatives. This pre-qualification criterion must be discharged against the following Supplier Development categories as outlined in the Supplier Development Value Summary [Annexure E]:

- Job creation
- Skills Development
- Local Economic Development
- Rural / regional integration

I/We do hereby certify that the Supplier Development commitments made in relation to this RFP are solely in relation to this transaction and are not duplicated in relation to any other contracts that I/we have secured with any other organ of state including other State Owned Companies.

Furthermore, I/we do hereby declare that this undertaking also applies to any other contracts that I may have secured with Transnet including other Transnet Operating Divisions/Specialist Units. For the purposes of verification of this undertaking, the following is a list of contracts with Supplier Development commitments that I/we have secured with Transnet:

________________________________________

________________________________________

SIGNED at ____________________________ on this _____ day of ____________ 20____

________________________________________

SIGNATURE OF WITNESS

________________________________________

SIGNATURE OF RESPONDENT

Note: EME's that are 51% or more black owned, Black youth owned, black women owned and black disabled owned are exempted from supplier Development
1.0 **Aim and Objectives:**

Historically in South Africa there has been a lack of investment in infrastructure, skills, capability and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path (NGP) developed in 2010 aligns and builds on previous policies to ensure the achievement of Government’s development objectives for South Africa. The key focuses of the NGP include:

- Increasing employment intensity of the economy;
- Increasing the responsiveness of infrastructure and addressing competitiveness;
- Balancing spatial development of rural areas and poorer provinces;
- Reducing the carbon intensity of the economy;
- Creating opportunities in changing regional and global environments, and
- Enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, women etc.

Transnet, as a State Owned Enterprise (SOE), plays an important role to ensure these objectives are met. Therefore, the purchasing of goods and services needs to be aligned to government objectives of developing and transforming the local supply base. Transnet’s mission is to transform its supplier base by engaging in targeted supplier development (SD) initiatives to support localisation and industrialisation whilst providing meaningful opportunities for black South Africans with a particular emphasis on:

- Youth;
- Black women;
- Small businesses;
- People with disabilities.

2.0 **Tenderer Requirements:**

Failure to submit and comply with the eligibility criteria relating to F2.1 of tender data will result in a tender being disqualified or being deemed non responsive.

3.0 **Supplier Development:**

To aid its implementation of SD, Transnet has adapted an existing framework from the Department of Public Enterprises (DPE). This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier development initiatives aim to build local suppliers that are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC³) Supplier Development Classification Matrix. For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives please refer to Transnet’s SD Guideline Document for completion of the SD Plan in *Annexure A*. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This tender has been identified as a Focused which involves lower industrial leverage and high value.
Transnet fully endorses and supports Government’s New Growth Path Policy which aims to create five million jobs by the year 2020. Accordingly, the consultant shall submit Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy and how an appointment in terms of this agreement would assist the policy in achieving its objectives.

The table below sets out the categories that the comprehensive Supplier Development Plan should contain.

The following Supplier Development (SD) focus areas have been identified which forms part of the evaluation criteria, namely:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skills development</td>
<td>Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.</td>
</tr>
<tr>
<td>Job creation / preservation</td>
<td>The increase in the number of jobs, by the Consultant, as a result of the award of business from Transnet. The number of jobs that are preserved as a result of the award of business is also taken into consideration.</td>
</tr>
<tr>
<td>National Spend (Within South Africa)</td>
<td>Specifically to industrial capability building that focuses on value-add activities of the local industry through manufacturing or service-related functions.</td>
</tr>
<tr>
<td>Small business promotion</td>
<td>The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential Consultant.</td>
</tr>
</tbody>
</table>

In response to this tender all tenderers are required to submit an appropriate SD Plan. Annexure A provides a SD Guideline Document for completion of the SD Plan.

This is to be developed in the format provided in Annexure B which will represent a binding commitment on the part of the successful tenderers. The SD Plan should outline the type of activities the tenderer intends embarking upon should they be awarded the contract. This plan should provide an overview of what they intend to achieve and the mechanisms through which they will achieve their objectives.

Annexure B further indicates the detailed areas which need to be completed for each of the evaluation criteria listed above. The tenderer is required to address each aspect detailed in this document and indicated in Annexure B as a minimum in their submission. This list is not exhaustive and the tenderer must not be limited to these areas when completing each section. The tenderer must provide supported calculations on how the Estimated Rand Values (ZAR) are derived.
SD Plan Document: Your SD Plan constitutes an offer to perform all SD commitments at the price indicated in Annexure B and will represent a binding commitment at Contract Date (Refer to as per the additional conditions of the contract (Z1.1–Z1.8) found in the contract data (C1.2))

Attached herewith the following documentation:

- **SD Plan Guideline Document – Annexure A**

This document must be used as a guideline to complete the SD Plan Document.

- **SD Plan Template – Annexure B**
  
  Note:
  - Should a JV be envisaged, the principal respondent is required to submit the required response as indicated above.

Signed ____________________________ Date ____________________________

Name ____________________________ Designation ____________________________

Tenderer ____________________________
Annexure A

GUIDELINES FOR COMPLETION OF A SUPPLIER DEVELOPMENT PLAN
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3 TRANSNET’S SUPPLIER DEVELOPMENT OBJECTIVES ........................................................................... 6
4 RESPONSE BASED ON THE IC3 MATRIX QUADRANTS............................................................................. 8
5 SUPPLIER DEVELOPMENT CATEGORY DEFINITIONS AND HIGH LEVEL DESCRIPTIONS ............. 11
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Note
For the purposes of this document, any reference to a/the “Service Provider” shall be construed to mean a reference to a Respondent (in terms of this RFT) and/or to a successful Respondent (to whom the business is to be awarded), as so indicated by the context hereinafter.
WHAT IS SUPPLIER DEVELOPMENT?

The Supplier Development (SD) Programme is an initiative of the Department of Public Enterprises (DPE) supported by Transnet. The aim of SD is to increase the competitiveness, capacity and capability of the South African supply base where there are comparative advantages and potential competitive advantages of local or regional supply. This can be achieved through skills transfer, increasing the local content of items procured, as well as building new capability in the local supplier base. In addition, SD has its roots grounded firmly around the transformation of South Africa and the empowerment of previously disadvantaged individuals and enterprises.

BACKGROUND AND GUIDANCE ON THE SUPPLIER DEVELOPMENT OBJECTIVES FOR SOUTH AFRICA

As a developing economy with inherent structural and social imbalances, South Africa is facing the significant economic challenge of increasing growth in a manner that includes all South Africans. The historical lack of investment in infrastructure in South Africa has had significant negative impacts on local industry, resulting in a loss of key skills and a decrease in manufacturing industry capabilities. To respond to this, Government policies have been designed to address these imbalances and to act as a catalyst of change for the benefit of South Africa.

One of these Government policies, the New Growth Path (NGP) aims to enhance growth, employment creation and equity by reducing the dependencies of South African industries on imports, and promoting the development of skills and capabilities that are in short supply within the country. It identifies strategies that will enable South Africa to grow in a more equitable and inclusive manner and promotes the development of new industry to attain South Africa’s developmental agenda.

Transnet’s SD is closely aligned to the NGP objectives and as a result is able to fulfil its commitment to sustainability within South Africa whilst at the same time addressing other corporate objectives, including increasing productivity and efficiency, volume growth, capital investment, financial stability, funding, human capital, SHEQ regulatory compliance and improving customer service.

The combined objectives of Transnet and Government can be realised through:

- Aggressively implementing capital investment plans which will result in competitive local industries;
- Improving operational efficiency;
- Using procurement to influence the development of the local supplier industry; and
- Ensuring it creates sufficient opportunities for the participation of previously disadvantaged groups in the economy.

This will lead to Transnet achieving its long-term objective of increasing both shareholder and societal value using its procurement expenditure to ensure local development through sustainable localisation of its supply chain, and the inclusion of the previously disadvantaged individuals in the economy in a manner that is beneficial to Transnet, South African industry, and the population of South Africa. As a result this State Owned Company (SOC) is able to fulfil its responsibility as the biggest player in the South African freight logistics chain whilst complementing the objectives of Government.

TRANSNET’S SUPPLIER DEVELOPMENT OBJECTIVES

To aid its implementation of SD, Transnet has adapted an existing framework from the DPE. This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier Development initiatives aim to assist local suppliers in developing their competitive advantage through increasing their capability and capacity
potential. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC3) Supplier Development Classification Matrix.

This contract encapsulates the types of SD opportunities which Transnet currently considers effective and allows Transnet to move its SD structure away from a dynamic policy environment towards a contract that is designed around general Supplier Development objectives. This enables Transnet to adopt a standard structure but also allows the flexibility to reconsider emphasis on certain aspects as objectives change. The IC3 Matrix (refer to Figure 1 below) categorises SD opportunities in a matrix based on their value, extent of industrial leverage and strategic importance to Transnet. Further categorisation of opportunities into the relevant quadrants is based on supplier-buyer power, industrial complexity, risk and the length of procurement period.

**Figure 1: The IC3 Supplier Development Classification Matrix**

In order for Service Providers to successfully meet the needs of a particular initiative, a detailed understanding of each quadrant is required.

**Programmatic**

Programmatic initiatives follow a longer than normal planning horizon and generally exceed the funding capacity of Transnet's balance sheet. They are identified either in the Industrial Policy Action Plan II (IPAP II) or through the SOC as a strategic fleet. Collaboration between the SOC and Government is achieved through focused task teams whereby infrastructure development and industrialisation is achieved through joint support and in some cases public spending. Investment is focused in plant, technology and skills in both intermediate and advanced capabilities to develop competitive advantage.

**Strategic**

Strategic initiatives follow a three to five year planning horizon, involving investment in at least plant, technology and/or skills in intermediate capabilities. This enforces the need for multinational corporations and Original Equipment Manufacturers (OEMs) to develop a certain percentage of their
products locally. Strategic initiatives can therefore be used to achieve localisation objectives by increasing the competitiveness, capability and efficiency of local suppliers. Strategic initiatives can sometimes focus on advanced capabilities but will in most cases require Government support to develop local capability.

Focused

Focused initiatives include all high value transactions with limited industrial leverage and medium to low strategic importance. These initiatives address short to medium-term contracts that can be leveraged to encourage Supplier Development, with a focus on investment in technology or skills to enhance existing local capability. Emphasis will largely be placed on benefiting previously disadvantaged individuals. The overall result improves the socio-economic environment by creating competitive local suppliers and furthers objectives of empowerment, transformation and regional development.

Small Enterprise Development

Small Enterprise Development initiatives are typically of low value and have no industrial leverage as they are characterised by typically low complexity goods and high competition. These initiatives concentrate on increasing the capability of small local suppliers and are targeted toward historically disadvantaged individuals and communities, providing basic skills development and improving local employment and quality job creation. It includes a wide range of non-financial services that help entrepreneurs start new business and grow existing ones.

RESPONSE BASED ON THE IC3 MATRIX QUADRANTS

Based on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the Service Provider is expected to formulate a SD Plan to identify the opportunities that it will pursue. Ideally the SD Plan should address factors that are specific to the applicable quadrant of the IC3 matrix.

Transnet has identified a number of opportunities which may aid a Service Provider in formulating its response based on each quadrant. Each of the opportunities identified by the Service Provider should have a direct or indirect effect on the value it creates for the country in order to maximise the socio-economic impact.
Programmatic

The strategic objective of “Programmatic transactions” is to assist Government to achieve its industrialisation objectives through the development of the local supplier base, in order to increase the cost efficiency of SOE procurement, support and maintenance programmes. In order to satisfy this objective a number of focus areas and key outcomes have been identified:

PROGRAMMATIC FOCUS AREAS -

- Technology transfer;
- Skills development related to the manufacturing process and the industry
- Development of new technology and innovation;
- Investment in plant;
- Development of local companies aligned to empowerment objectives.

KEY OUTCOMES -

- Industrialisation/localisation;
- Technology transfer;
- Skills development.

Strategic

The main objective of Strategic transactions is to leverage local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base. In response to these objectives the following are the specific focus areas and key outcomes applicable:
STRATEGIC FOCUS AREAS -
  - Transfer of technology and innovation to local suppliers from foreign OEM’s;
  - Skills development related to the industry;
  - Development of local companies aligned to empowerment objectives.

KEY OUTCOMES -
  - Localisation;
  - Increased technology transfer;
  - Skills development;
  - Job creation/preservation.

Focused

Focused initiatives assist local suppliers to improve their performance, enhance their existing production and skills capabilities with emphasis being placed on benefiting previously disadvantaged individuals and rural development. In order to satisfy these objectives a number of focus areas and key outcomes have been identified:

FOCUSED FOCUS AREAS -
  - Developing a local supplier base that supports preferential procurement outcomes;
  - Developing skills within the specific industry;
  - Creating opportunity for job preservation;
  - Reducing income inequality in specific regions.

KEY OUTCOMES -
  - Empowerment;
  - Skills development;
  - Rural development;
  - Job creation/preservation.

Small Business Development

Enterprise Development (ED) objectives are centred around assisting local suppliers to improve their skills by placing increased emphasis on benefiting previously disadvantaged individuals and rural development in line with the Broad-Based Black Economic Empowerment (B-BBEE) strategy. The following focus areas and key outcomes have been identified:

SMALL BUSINESS DEVELOPMENT FOCUS AREAS -
  - Providing small businesses with opportunities and preferential trading terms, increased focus on black woman-owned enterprises, focus on the youth, people with disabilities and region- specific initiatives;
  - Empowering previously disadvantaged individuals to create their own businesses resulting in quality job creation.

KEY OUTCOMES -
  - Empowerment;
  - Rural development;
Skills development;
Job creation/preservation.

Based on these focus areas and key outcomes, a Service Provider would need to actively focus on the quadrant-specific requirements in order to maximise the potential commercial benefit for Transnet, South Africa and themselves. In doing so value can be created across all lines of reporting resulting in continued relations.

SUPPLIER DEVELOPMENT CATEGORY DEFINITIONS AND HIGH LEVEL DESCRIPTIONS

Industrialisation

Refers specifically to industrial capability building that will result in globally leading capabilities developed within South Africa.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value of investment in plant</td>
<td>Quantification of the monetary value invested in machinery, equipment and/or buildings as a result of this RFP</td>
</tr>
<tr>
<td>Percentage of local spend utilised in the investment of plant</td>
<td>Percentage value invested in machinery, equipment and/or buildings that are sourced from local companies</td>
</tr>
<tr>
<td>Reduction in import leakage</td>
<td>A percentage indication of the increase in locally supplied products and therefore the resultant decrease in imports as a result of the award of a contract</td>
</tr>
<tr>
<td>Potential increase in export content</td>
<td>The percentage increase in exports that will result from increased industrial capability locally in relation to the award of a contract</td>
</tr>
</tbody>
</table>

National/Regional Spend

Refers specifically to industrial capability building that focuses on value-add activities of the local industry through manufacturing or service-related functions.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage National/Regional spend</td>
<td>Planned use of local parts as a percentage of the total contracted items</td>
</tr>
<tr>
<td>Value of local parts in relation to a bill of materials</td>
<td>Planned monetary value of the local parts utilised in a bill of materials (as a percentage of the total spend)</td>
</tr>
<tr>
<td>Value spent on local suppliers</td>
<td>Planned percentage monetary value spend on procurement of goods and services from SA suppliers</td>
</tr>
<tr>
<td>Number of local suppliers in the supply chain</td>
<td>Number of South African suppliers that are to be utilised in the fulfilment of a contract</td>
</tr>
</tbody>
</table>

Technology transfer/sustainability

Technology improvements are intangible assets with significant economic value. The Service Provider will be measured on its plan to transfer knowledge and IP to contribute towards capability building of the local supply base, which ultimately leads to improved efficiency and capability. Plans to assist in this by a Service Provider must be assessed to enable the local supply base to potentially export its newly-acquired technological know-how, thereby decreasing capital leakage.
**Criteria**

**Description**

Technology transfer including:
- Methods of manufacturing
- Introduction of new technologies
- IP transfer (number and value)
  - Introduction of a new/improved method of manufacturing
  - Provision of new technologies:
    - For processes
    - ICT
  - The provision of patents, trademarks and copyrights

Number of local suppliers to be evaluated for integration into the OEM supply chain
An indication of the number of South African suppliers that an OEM/Service Provider plans to evaluate for possible inclusion into its supply chain, should it meet the requirements

---

**Skills development**

Indicates the company’s commitment to education and whether that fits in with targeted groups (artisans, technicians, etc.). Consideration needs to be directed towards the adequate quality and value of skills so developed in order to allow for better evaluation in line with Government’s objectives.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of downstream supply chain individuals to be trained including:</td>
<td>Number of individuals the Service Provider plans to train in the local industry over the contract period; training undertaken in the previous year will be taken into account</td>
</tr>
<tr>
<td>• Number of artisans trained</td>
<td></td>
</tr>
<tr>
<td>• Number of technicians trained</td>
<td></td>
</tr>
<tr>
<td>• Number of black people trained</td>
<td></td>
</tr>
<tr>
<td>• Total number of people trained</td>
<td></td>
</tr>
<tr>
<td>Number of company employees to be trained</td>
<td>Number of individuals within the company (in South Africa) that the Service Provider plans to train over the contract period; training undertaken in the previous year will not be taken into account as past employee training appears in the skills development pillar of the B-BBEE scorecard; criteria broken down as for industry training above</td>
</tr>
<tr>
<td>Certified training (yes/ no)</td>
<td>Compliance with local and/or international skills accreditation</td>
</tr>
<tr>
<td>Rand value spent on training</td>
<td>Total planned monetary value spend (as a % of contract value) on skills development/training for the contract period within the industry; money spent in the previous year will be included in year 1 to make allowance for Service Providers who have just completed a training drive within the industry</td>
</tr>
<tr>
<td>Number of bursaries/ scholarships (specify field of study)</td>
<td>The number of higher education bursaries/scholarships provided in the previous year and planned for the length of the contract</td>
</tr>
<tr>
<td>Number of apprentices (sector must be specified)</td>
<td>The number of apprentices that the Service Provider plans to enlist during the course of the contract</td>
</tr>
<tr>
<td>Investment in Schools in specific sectors e.g. engineering</td>
<td>The monetary value that the Service Provider is prepared to invest in the development and running of schools to increase technical skills development</td>
</tr>
</tbody>
</table>
Job creation/preservation

Allows assessment of Government’s objectives to increase labour absorption, focusing on unskilled workers and the youth.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of jobs created including:</td>
<td>Number of jobs to be created during the period of the contract</td>
</tr>
<tr>
<td>➢ New skilled jobs created</td>
<td>➢ Jobs for people who have undergone training in and/or outside the work environment and are in possession of a minimum level of secondary qualification</td>
</tr>
<tr>
<td>➢ New unskilled jobs created</td>
<td>➢ Jobs for people who have not undergone any formal training or from whom no minimum level of education is required</td>
</tr>
<tr>
<td>➢ Number of jobs created for youth</td>
<td>➢ Jobs created for individuals aged 16 – 30 years</td>
</tr>
</tbody>
</table>

Small business promotion

These criteria give an indication of the Service Provider’s commitment to developing small business in line with NGP and B-BBEE requirements.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage procurement from:</td>
<td>Refers to the planned procurement from small business as a % of the total planned procurement spend</td>
</tr>
<tr>
<td>• QSEs</td>
<td></td>
</tr>
<tr>
<td>• EMEs</td>
<td></td>
</tr>
<tr>
<td>• Start-ups</td>
<td></td>
</tr>
<tr>
<td>Non-financial support provided to small business</td>
<td>Service Providers will be credited for each non-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business</td>
</tr>
<tr>
<td>Financial support provided to small business</td>
<td>Service Providers will be credited for each financial ED support initiative that they are planning to undertake during the contract period e.g. Shorter payment terms; interest free loans</td>
</tr>
<tr>
<td>Joint ED initiatives with Transnet</td>
<td>The number of ED initiatives that the Service Provider will jointly run with Transnet:</td>
</tr>
<tr>
<td></td>
<td>• That are aligned to Transnet’s objectives</td>
</tr>
<tr>
<td></td>
<td>• That are non-financial in nature</td>
</tr>
</tbody>
</table>

Rural development/integration

The Service Provider’s planned use of local labour and business will contribute to Governments NGP objectives and result in supply chain efficiencies. Commitment to rural development will result in the alleviation of poverty and thereby contribute to development objectives. The development must be sustainable in order to have a long-term and meaningful impact.
Market Intelligence Assistance

Service Providers with limited knowledge of the local market, supply base and its capabilities may require assistance in identifying local suppliers and the development needs in order to develop its SD plan. The United Nations Industrial Development Organisation (UNIDO) supplies a benchmarking service in South Africa which will be able to assist Service Providers in identifying potential local suppliers with which to work. In addition, this service will provide insight as to the type of support that these local suppliers require in order to become more competitive. UNIDO’s benchmarking tool gives insight into the performance levels being seen in Service Providers’ businesses and the practices used to deliver the products or services being offered. The benchmarking tool focuses on:

Performance data relating to -

FINANCIAL PERFORMANCE
CUSTOMER DATA
PROCESSES
LEARNING & GROWTH

Company’s current business situation -

PLANS FOR THE BUSINESS AND CAPABILITIES TO MANAGE THEIR FULFILMENT
ABILITY TO GENERATE BUSINESS
EMPLOYEE RELATIONSHIPS
DEVELOPING NEW MARKETS
DEVELOPING PRODUCTS AND SERVICES
MANAGING MONEY

The UNIDO benchmarking tool provides a basic framework through which an understanding of the South African market can be established. Whilst the list of criteria may not be exhaustive, Service Providers are free to meet with UNIDO to further understand how they can work together to develop a deeper understanding of the market and the SD opportunities available.
Transnet Group Capital
Enquiry Number: 3737363.007S
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

Government Policy Documents


Other Reference Websites

<table>
<thead>
<tr>
<th>References</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Public Enterprise (DPE)</td>
<td><a href="http://www.dpe.gov.za">www.dpe.gov.za</a></td>
</tr>
<tr>
<td>United Nations Industrial Development Organisation (UNIDO)</td>
<td><a href="http://www.unido.org/spx">www.unido.org/spx</a></td>
</tr>
</tbody>
</table>
## GLOSSARY OF WORDS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Broad-Based Black Economic Empowerment (B-BBEE)</strong></td>
<td>A South African legal requirement that require all entities operating in the South African economy to contribute to empowerment and transformation</td>
</tr>
<tr>
<td><strong>Enterprise Development (ED)</strong></td>
<td>An element contained within the B-BBEE scorecard whereby a Measured Entity can receive recognition for any Qualifying Enterprise Development Contributions towards Exempted Micro-Enterprises or Qualifying Small Enterprises which are 50% black owned or 30% black woman owned. Enterprise Development Contributions consists of monetary and non-monetary, recoverable and non-recoverable contributions actually initiated in favour of a beneficiary entity by a measured entity with the specific objective of assisting or accelerating the development, sustainability and ultimate financial independence of the beneficiary. This is commonly accomplished though the expansion of a beneficiaries financial and/ or operation capacity.</td>
</tr>
<tr>
<td><strong>Industrial Policy Action Plan II (IPAPII)</strong></td>
<td>The implementation plan for the National Industrial Policy Framework (NIPF) which details key action plans (KAPs) and timeframes for the implementation of industrial policy actions in line with the NIPF.</td>
</tr>
<tr>
<td><strong>Integrated Supply Chain Management (iSCM)</strong></td>
<td>Refers to an integrated “one supply chain management” strategy within Transnet which has been developed with Centres of Excellence (COEs) with cross-functional teams comprising divisional and corporate task team members, to deliver value through improved efficiencies and compliance with the regulatory environment.</td>
</tr>
<tr>
<td><strong>New Growth Path (NGP)</strong></td>
<td>Developed by the Economic Development Department tabled in January 2010 frames a new approach to unlocking economic growth by knitting together the IPAP2 as well as policies and programmes in rural development, agriculture and, sciences &amp; technology, education, skills development, labour, mining and beneficiation, tourism and social development with the aim to target limited capital and capacity at activities that maximise the creation of decent work opportunities. Key indicators include: Quality job creation, Youth employment, Labour intensive growth, and Equity.</td>
</tr>
<tr>
<td><strong>Original Equipment Manufacturer (OEM)</strong></td>
<td>Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services</td>
</tr>
<tr>
<td><strong>Socio-economic Development</strong></td>
<td>Refers to development which addresses social and</td>
</tr>
</tbody>
</table>
economic aspects such as job creation, poverty reduction and increased national value add and which not only focuses on the business's financial bottom line.

**State Owned Company (SOC)**

Refers to Government-owned corporations. They are legal entities created, and owned, by Government to undertake commercial activities on behalf of an owner Government, and are usually considered to be an element or part of the state. They are established to operate on a commercial basis.

**Supplier Development (SD)**

Improving the socio-economic environment by creating competitive local suppliers via Enterprise Development, CSDP and other initiatives such as Preferential Procurement. This results in a supply base that can eventually be competitive to market its goods on the international market leading to increased exports.

**United Nations Industrial Development Organisation (UNIDO)**

A specialised agency of the United Nations. Its mandate is to promote and accelerate sustainable industrial development in developing countries and economies in transition, and work towards improving living conditions in the world's poorest countries by drawing on its combined global resources and expertise.
ANNEXURE B
Supplier Development Plan *(Refer to guide above to populate)*

Tenderers must complete this Annexure B which summarises your Supplier Development (SD) obligations and your related commitments.

For the purposes of completing the SD Value Indicators, where applicable Tenderers must calculate their SD commitments as a percentage *(20%)* of their estimated total value of the contract over the Contract Period

Please include a SD plan narrative elaborating on the contents of the below completed Templates.

The Consultant’s SD Plan constituents an offer to perform all its SD commitments to the a minimum percentage of the tender value as stated in the Tender Data (F2.1) and within the time periods (every six months), identified by Key Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement at the Contract Date.

---

1 *Contract Period* means a period of 2 months from the effective date of the contract
## Supplier Development (SD) Category 1. Job creation and/or job preservation

<table>
<thead>
<tr>
<th>Description</th>
<th>Occupational Level</th>
<th>Job Title</th>
<th>Race and Gender</th>
<th>Target Number</th>
<th>Target Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>The potential for job creation and/or job preservation, directly due to the award of this business, allows for assessment of your Company’s intentions in terms of the Government’s objective to increase labour absorption focusing on unskilled workers and the youth</td>
<td>i.e. Skilled, semi-skilled, unskilled labour etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1. Job Creation: Increase in the number of jobs, as a result of the award of business from Transnet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>1.2. Job Retention: The number of jobs that are preserved as a result of the award of business by Transnet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

**Total:** Total: R

## Supplier Development (SD) Category: 2. Skills development

<table>
<thead>
<tr>
<th>Description</th>
<th>Course name</th>
<th>Course Description</th>
<th>Race and Gender</th>
<th>Occupational Level of employees to be trained</th>
<th>Target Number of Employees to be Trained</th>
<th>Estimated Cost of Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** Total: R
Supplier Development (SD) Category: 3. National Spend (within South Africa)

<table>
<thead>
<tr>
<th>Description</th>
<th>Supplier Size (EME, QSE, Start-up, Generic)</th>
<th>Supplier core business</th>
<th>Supplier Location from Site (km)</th>
<th>Supplier Area Type (urban, peri-urban, rural)</th>
<th>Black Ownership percentage</th>
<th>Target spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

Total: R

NOTE:
- National Spend (C1) will only be included into the calculation of the SD commitment if foreign procurement is ≥50% of the tender value.
- Regional spend (C2) will only be included into the calculation of the SD commitment if procuring from service provider and/or contractors ≤150km from site.
## Supplier Development (SD) Category: 4. Small business promotion

<table>
<thead>
<tr>
<th>Description</th>
<th>Supplier Size</th>
<th>Supplier core business</th>
<th>Supplier Location from Site (km)</th>
<th>Supplier Area Type (urban, peri-urban, rural)</th>
<th>Black Ownership percentage</th>
<th>Black Female Ownership Percentage</th>
<th>Target spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Percentage Procurement from:</td>
<td></td>
<td></td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td>• 50% or more Black owned EME/QSE’s</td>
<td></td>
<td></td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td>• 30% or more Black Women owned EME/QSE’s</td>
<td></td>
<td></td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td>• EME/QSE’s owned by people with disability</td>
<td></td>
<td></td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td>• EME/QSE’s owned by youth</td>
<td></td>
<td></td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td>• Start-ups</td>
<td></td>
<td></td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td>#Non-Financial Support provided to small business</td>
<td></td>
<td></td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
</tbody>
</table>

*The encouragement of growth and expansion of EME, QSEs and start-ups through procurement and support mechanisms provided by the Tenderer

#Tenderers will be credited for each non-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business
** Supplier Development (SD) Category: 5. Other Supplier Development Initiatives **

<table>
<thead>
<tr>
<th>Initiative Name</th>
<th>Description</th>
<th>Percentage Black Beneficiaries</th>
<th>Target spend</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td>R</td>
</tr>
<tr>
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<td></td>
<td>%</td>
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<td>%</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td>R</td>
</tr>
</tbody>
</table>

** Total: R **

** These initiatives must be in line with other supplier development focus areas i.e. IP Transfer, Rural Integration and Industrialisation as per T2.2-40 Annexure A: Guidelines for completion of a Supplier Development Plan. The tenderer must submit a spend breakdown for each initiative listed above **
Supplier Development Plan Declaration

The Tenderer hereby agrees to the committed SD values and targets stated within this SD plan.

<table>
<thead>
<tr>
<th>Job Creation and Preservation</th>
<th>R</th>
<th>A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skills Development</td>
<td>R</td>
<td>B</td>
</tr>
<tr>
<td>National/ Regional Spend</td>
<td>R</td>
<td>C1 or C2</td>
</tr>
<tr>
<td>Small Business Promotion</td>
<td>R</td>
<td>D</td>
</tr>
<tr>
<td>Other Supplier Development Initiatives</td>
<td>R</td>
<td>E</td>
</tr>
</tbody>
</table>

**TOTAL OF SD COMMITMENT, ZAR**

\( (A + B + (C1 or C2) + D + E) \) Addition of all categories

**TOTAL TENDER VALUE**

TENDER VALUE (EXC VAT) R

**SD COMMITMENT EXPRESSED**

AS PERCENTAGE OF TENDER VALUE :

\( \frac{A + B + (C1 or C2) + D + E}{\text{Tender Value}} \)

<table>
<thead>
<tr>
<th>KEY DATE 1</th>
<th>KEY DATE 2</th>
<th>KEY DATE 3</th>
<th>KEY DATE 4</th>
<th>KEY DATE 5</th>
<th>KEY DATE 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE</td>
<td>DATE</td>
<td>DATE</td>
<td>DATE</td>
<td>DATE</td>
<td>DATE</td>
</tr>
<tr>
<td>Six months after contract date*</td>
<td>Twelve months after contract date*</td>
<td>Eighteen months after contract date*</td>
<td>Twenty four months after contract date*</td>
<td>Thirty months after contract date*</td>
<td>Thirty Six months after contract date*</td>
</tr>
</tbody>
</table>

% Total SD Spend

(To be completed by tenderer)

* See Z1.4, of the contract data (C1.2)

Tenderer Signature ____________________________ Date ________________

Name ____________________________ Position ____________________________
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

March 2015                                      Part T2: Returnable Schedules
Page 1 of 1                                      T2.2-43: RFP – Breach of Law
TRANSPORT

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

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

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

2. DEFINITIONS

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

(b) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

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

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

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

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

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

(k) **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(l) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(m) **“non-firm prices”** means all prices other than “firm” prices;

(n) **“person”** includes a juristic person;

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

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

(q) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(r) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20

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

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

Where

<table>
<thead>
<tr>
<th>Ps</th>
<th>Points scored for comparative price of bid under consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>P_t</td>
<td>Comparative price of bid under consideration</td>
</tr>
<tr>
<td>P_{\text{min}}</td>
<td>Comparative price of lowest acceptable bid</td>
</tr>
</tbody>
</table>

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 CIRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at [www.dti.gov.za/economic_empowerment/bee_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).

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

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

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

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

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

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1
7.1 B-BBEE Status Level of Contribution: ........... (maximum of 20)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)

8. SUB-CONTRACTING

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

(Tick applicable box)

[ ] YES  [ ] NO

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted...............%  
ii) The name of the sub-contractor...............................................

(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]

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

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES

1. .....................................................

2. .....................................................

SIGNATURE(S) OF BIDDERS(S)

DATE: .....................................................

ADDRESS: .....................................................
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
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:

Supply, Deliver and Assemble Office Furniture for Transnet 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 Supplier under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Contract identified in the Contract Data.

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Supplier 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
Transnet Group Capital
Enquiry Number: 3737363.007S
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

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 Goods: Goods Information

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

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

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

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

Signature(s)
Name(s) ____________________________
Capacity ____________________________

for the Purchaser Transnet SOC Ltd
150 Commissioner Street
Carlton Centre
Johannesburg

Name & signature of witness ____________________________ Date ____________

Supply Contract PRO-FAT-0308 Rev02 PAGE 2 Part C1
C1.1: Form of Offer & Acceptance
Transnet Group Capital
Enquiry Number: 3737363.0075
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business
Estate

**Schedule of Deviations**

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**For the Tenderer:**

<table>
<thead>
<tr>
<th>Signature</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On behalf of</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**For the Purchaser:**

<table>
<thead>
<tr>
<th>Transnet SOC Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>150 Commissioner Street</td>
</tr>
<tr>
<td>Carlton Centre</td>
</tr>
<tr>
<td>Johannesburg</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name &amp; signature of witness</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
# C1.2 SC Contract Data

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
</tbody>
</table>
|        | The *conditions of contract* are the core clauses and the clauses for Options of the NEC3 Supply Contract (December 2009 and amended April 2013)\(^1\) | X2 Changes in the law  
Z: *Additional conditions of contract* |
| 10.1   | The *Purchaser* is (name): | Transnet SOC Ltd  
(Reg no. 1990/000900/30) |
|        | Address    | Carlton Centre,  
150 Commissioner Street,  
Johannesburg, 2001 |
|        | Tel No.    | 011 308-4700 |
| 10.1   | The *Supply Manager* is (name): | Phakamani Zikalala |
|        | Address    | Carlton Centre  
150 Commissioner Street  
Johannesburg  
2001 |
|        | Tel        | 011 308 1837 |
|        | e-mail     | Phakamani.zikalala@transnet.net |
| 11.2(13)| The *goods are* | Supply, Deliver and Assemble Office Furniture for Transnet Offices at Waterfall Business Estate |
| 11.2(14)| The following matters will be included in the Risk Register | None identified at the contract date |
| 11.2(15)| The Goods Information is in | Part C3 |
| 12.2   | The *law of the contract* is the law of | the Republic of South Africa |
| 13.1   | The *language of this contract* is | English |
| 13.3   | The *period for reply* is | 2 weeks |

---

**Transnet Group Capital**  
Enquiry Number: 3737363.0075  
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

### 2. The Supplier's main responsibilities

Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>30.1</td>
<td>The delivery date of the goods and services is: goods and delivery date</td>
</tr>
<tr>
<td></td>
<td>Refer to attached Goods and Service Delivery Schedule</td>
</tr>
<tr>
<td>31.1</td>
<td>The Supplier is to submit a first programme for acceptance within 2 weeks of the Contract Date.</td>
</tr>
<tr>
<td>32.2</td>
<td>The Supplier submits revised programmes at intervals no longer than 2 weeks of the Contract Date.</td>
</tr>
</tbody>
</table>

### 4. Testing and defects

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>The defects date is 3 (Three) years after Delivery.</td>
</tr>
<tr>
<td>43.2</td>
<td>The defect correction period is 5 (Five) working days</td>
</tr>
</tbody>
</table>

### 5. Payment

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.1</td>
<td>The assessment interval is monthly on the 18th (eighteenth) day of each successive month.</td>
</tr>
<tr>
<td>51.1</td>
<td>The currency of this contract is the South African Rand</td>
</tr>
<tr>
<td>51.2</td>
<td>The period within which payments are made is Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.</td>
</tr>
<tr>
<td>51.4</td>
<td>The interest rate is the prime lending rate of the Standard Bank of South Africa.</td>
</tr>
</tbody>
</table>

### 6. Compensation events

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

### 7. Title

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

### 8. Risks, liabilities, indemnities and insurance

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.1</td>
<td>These are additional Purchaser's risks None</td>
</tr>
<tr>
<td>84.1</td>
<td>The Purchaser provides these additional insurances 1. Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the works at premises other than the site, the Supplier shall satisfy</td>
</tr>
</tbody>
</table>
Transnet Group Capital  
Enquiry Number: 3737363.0075  
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

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

<table>
<thead>
<tr>
<th>84.2</th>
<th>The minimum amount of cover for loss of or damage to any plant and materials provided by the Purchaser is:</th>
<th>The deductible of the relevant insurance policy</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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 Supplier) caused by activity in connection with this contract for any one event is:</td>
<td>whatever the Supplier deems necessary in addition to that provided by the Purchaser.</td>
</tr>
<tr>
<td>84.2</td>
<td>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with this contract for any one event is:</td>
<td>The Supplier must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</td>
</tr>
<tr>
<td>88.1</td>
<td>The Supplier's liability to the Purchaser for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to</td>
<td>R0.0 (zero Rand)</td>
</tr>
<tr>
<td>88.2</td>
<td>For any one event, the Supplier's liability to the Purchaser for loss of or damage to the Purchaser's property is limited to</td>
<td>The deductible of the relevant insurance policy</td>
</tr>
<tr>
<td>88.3</td>
<td>The Supplier's liability for Defects due to his design which are not notified before the last defects date is limited to:</td>
<td>The total of the Prices at contract date</td>
</tr>
<tr>
<td>88.4</td>
<td>The Supplier's total liability to the Purchaser, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to</td>
<td>The total of the Prices at contract date</td>
</tr>
<tr>
<td>88.5</td>
<td>The end of liability date is</td>
<td>1 (One) year after Completion of the whole of the Service.</td>
</tr>
<tr>
<td></td>
<td>Termination and dispute resolution</td>
<td>Additional Data Clause Z2 (Additional Obligations in respect of Termination)</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>9</td>
<td>94.2(3) The <em>Adjudicator nominating body</em> is:</td>
<td>the Chairman of The Association of Arbitrators (Southern Africa)</td>
</tr>
<tr>
<td></td>
<td>94.4(2) The <em>tribunal</em> is:</td>
<td>Arbitration</td>
</tr>
<tr>
<td></td>
<td>94.4(5) The <em>arbitration procedure</em> is</td>
<td>contained in the latest Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</td>
</tr>
<tr>
<td></td>
<td>94.4(5) The place where arbitration is to be held is</td>
<td>Johannesburg, South Africa</td>
</tr>
<tr>
<td></td>
<td>The person or organisation who will choose an arbitrator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- if the Parties cannot agree a choice or</td>
<td>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).</td>
</tr>
<tr>
<td></td>
<td>- if the arbitration procedure does not state who selects an arbitrator, is</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10</th>
<th>Data for Option clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td>X2</td>
<td>Changes in the law</td>
</tr>
<tr>
<td>X2.1</td>
<td>A change in the law of</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Z</th>
<th>Additional conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1</td>
<td>Obligations in respect of Joint Venture Agreements</td>
</tr>
</tbody>
</table>
27.5. In the instance that the Supplier is a joint venture, the Supplier 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 Supplier’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.

27.6. The Supplier shall not alter its composition or legal status of the Joint Venture without the prior approval of the Employer.
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)

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"
Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

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 Supplier 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.

Protection of Personal Information Act
The Employer and the Supplier 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 Supplier**

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Supplier 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 Goods Information for the Supplier’s design is in:</td>
<td></td>
</tr>
<tr>
<td>11.2(8)</td>
<td>The direct fee percentage is</td>
<td>%</td>
</tr>
<tr>
<td>11.2(8)</td>
<td>The subcontracted fee percentage 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>
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<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>

CVs (and further key person's data including CVs) are in..............
Goods and Service Delivery Schedule
<table>
<thead>
<tr>
<th></th>
<th>1st Delivery</th>
<th>2nd Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART A</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open plan office systems desks</td>
<td>100</td>
<td>60</td>
</tr>
<tr>
<td>Cabinet</td>
<td>100</td>
<td>60</td>
</tr>
<tr>
<td>Medium back Office Chairs</td>
<td>100</td>
<td>60</td>
</tr>
<tr>
<td><strong>PART B</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50mm x 50mm Powder coated steel legs and desk assembly on site</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Medium back Office Chairs.</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Melamine face locker units</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td><strong>PART C</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,8m high 3 door lockers.</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>3rd Delivery</td>
<td>3rd Delivery</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------</td>
<td>--------------</td>
</tr>
<tr>
<td>31 October 2018</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td>60</td>
<td>60</td>
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<tr>
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</tr>
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<td></td>
<td>0</td>
<td>0</td>
</tr>
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</table>
Transnet Group Capital
Enquiry Number: 3737363.007S
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

PART C2: PRICING DATA
NEC3 Supply Contract

<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 assumptions</td>
<td>2</td>
</tr>
<tr>
<td>C2.2</td>
<td>The price schedule</td>
<td>1</td>
</tr>
</tbody>
</table>
C2.1 Pricing assumptions

1. The conditions of contract

1.1. How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, December 2009 (SC) (with amendments April 2013) core clauses states:

Identified and defined terms 11

(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the price schedule unless later changed in accordance with this contract.

Assessing the amount due 50.2

The amount due is

- the Price for each lump sum item in the Price Schedule which the Supplier has completed,
- where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the Supplier has completed by the rate,
- plus other amounts to be paid to the Supplier,
- less amounts to be paid by or retained from the Supplier.

Any tax which the law requires the Purchaser to pay to the Supplier is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of goods and services which can be priced as lump sums or as expected quantities of goods and services multiplied by a rate, or a mix of both.

1.2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The Supplier Provides the Goods and Services in accordance with the Goods Information". Hence the Supplier does not Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

1.3. Preparing the price schedule

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC
Guidance Notes before preparing the price schedule. Items in the price schedule may have been inserted by the Purchaser and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the price schedule the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

1. As the Supplier has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a Supplier’s risk, the lump sum Prices and rates must also include for the correction of Defects.

2. If the Supplier has decided not to identify a particular item in the price schedule at the time of tender the cost to the Supplier of doing the work is assumed to be included in, or spread across, the other Prices and rates in the price schedule in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3. There is no adjustment to lump sum prices in the price schedule if the amount, or quantity, of work within that lump sum item of goods or services later turns out to be different to that which the Supplier estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4. Hence the Prices and rates tendered by the Supplier in the price schedule are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a Purchaser’s risk.

5. The Supplier does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a Purchaser’s risk event listed in core clause 80.1.

1.4. Format of the price schedule

(From Appendix 5 on page 78 of the SC Guidance Notes)

Entries in the first four columns in the price schedule in section C2.2 are made either by the Purchaser or the tendering supplier.

If the Supplier is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the Supplier is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering Supplier enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the Supplier is to be paid an amount for an item proportional to the length of time for which the goods and services are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.
## C2.2 the Price Schedule

<table>
<thead>
<tr>
<th>Item no</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART A - 280 Open Plan Work Stations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Supply, delivery and assemble of 280 (two hundred and eighty) new Open Plan Workstations (Tables with screens, Cabinets and Chairs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Open plan office systems desk with 1600 x 750 top, finished in Coimbra laminate (or similar approved) with silver pvc edging supported on 50mm x 50mm glossy white epoxy coated rectangular steel leg system. Desk system should include: 4x4 Plug units consisting of 1 Red 3-pin; 1 Regular 3-pin; 1 regular 2-pin; 1 Network point. Cut-out for plug unit to be done in factory Round openings with beige pvc lining. Cut-out to be done in factory Under-desk fixing plates and trunking for cables Hooks for Kensington Cables (Laptop locking) Privacy Screens - Screen fabric Weavers World, Vulcan, Mamba 47 50mm x 50mm Powder coated steel legs</td>
<td>-</td>
<td>280</td>
<td>-</td>
<td>280</td>
</tr>
<tr>
<td>1.2</td>
<td>400w x 750d x 1200h lockable pull-out cabinet with shelves as per drawing. Include 1 lockable compartment with hinged door and 1 drawer with roll-out pen tray. Finished in Coimbra laminate top (or similar approved) with silver pvc edging and glossy white body and front. Steel plate footings (4 per unit) Vertical 300mm stainless steel handles</td>
<td></td>
<td></td>
<td>1120</td>
<td>280</td>
</tr>
</tbody>
</table>
### Transnet Group Capital

**Enquiry Number:** 3737363.0075  
**Description of the Goods:** Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

<table>
<thead>
<tr>
<th>Item no</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>PART B - 120 Agile Workstations (Hot Desks)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Removable cylinder type locks - masterkeyed.</strong></td>
<td>-</td>
<td></td>
<td>540</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Supply and delivery of 280 Medium back Office Chairs. Both the seat and back rest to be fabric: Weavers World, Vulcan, Black 1; Chair frame to be black steel frame on casters</td>
<td>-</td>
<td></td>
<td>280</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Item no</strong></td>
<td><strong>Description</strong></td>
<td><strong>Unit</strong></td>
<td><strong>Quantity</strong></td>
<td><strong>Rate</strong></td>
</tr>
<tr>
<td>1</td>
<td>50mm x 50mm Powder coated steel legs</td>
<td>-</td>
<td></td>
<td>240</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Plug units consisting of 1x 3-pin Red and 1x 2-pin.</td>
<td>-</td>
<td></td>
<td>120</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electrical cables – 1 cable for both Red plug and 2-pin plug</td>
<td>-</td>
<td></td>
<td>120</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cable trunking units (shared back to back)</td>
<td>-</td>
<td></td>
<td>60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Privacy Screens - Screen fabric Weavers World, Vulcan, Mamba 47</td>
<td>-</td>
<td></td>
<td>60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hooks for Kensington Cables (Laptop locking)</td>
<td>-</td>
<td></td>
<td>120</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Supply and delivery of 280 Medium back Office Chairs. Both the seat and back rest to be fabric: Weavers World, Vulcan, Black 1; Chair frame to be black steel frame on casters</td>
<td>-</td>
<td></td>
<td>120</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Supply and delivery of 600mm high x 400mm wide and 400mm deep hinged door melamine face locker units (120). These units should be designed as clusters</td>
<td>-</td>
<td></td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>
Transnet Group Capital  
Enquiry Number: 3737363.0075  
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>of 6; therefore there will be 20 clusters of 6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Removable cylinder type locks - masterkeyed.</td>
<td>-</td>
<td>120</td>
</tr>
<tr>
<td>Steel plate footings (4 per unit)</td>
<td>-</td>
<td>80</td>
</tr>
</tbody>
</table>

**PART C - Steel Lockers**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Supply, delivery and assemble of 10 (ten) 1.8m high 3 door lockers.</td>
<td>-</td>
<td>10</td>
</tr>
<tr>
<td>3 Doors Heavy Duty Steel Lockers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1800mm(H) x 300mm(W) x 450mm(D) with Hasp &amp; Staple for padlock [Tier openings 515mm(H) x 230mm(W) x 420mm(D)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weight: 18.8kging.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Colour – Ivory/Karoo.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total of the Prices

VAT @15%

Total Incl VAT
PART C3: SCOPE OF GOODS

C3.1: Purchaser’s Goods Information

PART A: 280 Open Plan Work Stations

1. Supply, delivery and assemble of 280 (two hundred and eighty) new Open Plan Workstations (Tables with screens, Cabinets and Chairs)

1.1 Desks:

Open plan office systems desk with 1600 x 750 top, finished in Coimbra laminate (or similar approved) with silver pvc edging supported on 50mmx50mm glossy white epoxy coated rectangular steel leg system. Desk system should include:

- Supply 4x4 plug unit consisting of 1 Red 3-pin; 1 Regular 3-pin; 1 regular 2-pin; 1 Network point. Cut-out for plug unit to be done in factory
- 1 round opening with beige pvc lining. Cut-out to be done in factory
- Supply under-desk fixing plates and trunking for cables
- Hook for Laptop locking
- Privacy Screens - Screen fabric Weavers World, Vulcan, Mamba 47; Desk-based screens are not to exceed 1200mm from floor level
- Number of legs depending on clustering method

Work surfaces to be manufactured from 32mm thick high-density particles board complying with SABS Standards (SANS 1763:2015 Ed 1.2), finished with 0.6mm low glare continuous decorative laminate Coimbra (or similar approved). Underside finished with quality 0.3mm balancing backer, not paper.

Steel Legs to be 50mm X 50mm glossy white powder coated.

1.2 Cabinets

400w x 750d x 1200h lockable pull-out cabinet with shelves as per drawing. Include 1 lockable compartment with hinged door and 1 drawer 1 with roll-out pen tray. Finished in Coimbra laminate top (or similar approved) with silver pvc edging and glossy white body and front. Include vertical 300mm stainless steel handle.

Cabinet Tops to be manufactured from 22mm thick high-density particles board complying with SABS Standards (SANS 1763:2015 Ed 1.2), finished with 0.6mm low glare continuous decorative laminate Coimbra (or similar approved). Underside finished with quality 0.3mm balancing backer, not paper. Cabinet sides and inside (carcass) to be manufactured from 16mm thick high-density particles board complying with SABS Standards, finished with 0.6mm glossy white melamine.
Transnet Group Capital
Enquiry Number: 3737363.0075
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

Both locks must preferably be of the removable cylinder type. The cabinet locks must be master-keyed.

1.3 Chairs

Supply and delivery of 280 Medium back Office Chairs. Both the seat and back rest to be fabric: Weavers World (or similar material), Vulcan, Black 1; Chair frame to be black steel frame on casters.

2. Assembling of new Open Plan Workstations

Open plan desks should be designed as clusters of 2 and 4 to allow for flexibility in placement. The proportional breakdown of the 280 desks should be as follows:
4-way desks = 50 (Total of 200 desks)
2-way desks = 40 (Total of 80 desks)

Desks and Cabinets to be delivered in parts and assembled in their final locations to avoid damage during the move.

Each 4-way desk cluster should include the following:
- 4x plug units consisting of 1 Red 3-pin; 1 Regular 3-pin; 1 regular 2-pin; 1 Network point.
- 4x cables for Red plugs plus a cable to connect to the power supply
- 4x cables for Regular plugs (shared by 3-pin and 2-pin) plus a cable to connect to the power supply
- 4x round openings with beige pvc lining.
- 4x cable trunking units (shared back to back)
- 4x hooks for Kensington Cables (Laptop locking)
- 2 sets of steel legs
- 2x privacy screens - screen fabric Weavers World, Vulcan, Mamba 47; Desk-based screens are not to exceed 1200mm from floor level

Each 2-way desk cluster should include the following:
- 2x plug units consisting of 1 Red 3-pin; 1 Regular 3-pin; 1 regular 2-pin; 1 Network point.
- 2x cables for Red plugs plus a cable to connect to the power supply
- 2x cables for Regular plugs (shared by 3-pin and 2-pin) plus a cable to connect to the power supply
- 2x round openings with beige pvc lining.
- 2x cable trunking unit (shared back to back)
- 2x hooks for Kensington Cables (Laptop locking)
- 2 set of steel legs
- 1x privacy screen - screen fabric Weavers World, Vulcan, Mamba 47; Desk-based screens are not to exceed 1200mm from floor level
**Transnet Group Capital**  
Enquiry Number: 3737363.007S  
Description of the Goods: Supply, Deliver and Assemble Office Furniture for Transnet at Waterfall Business Estate

**PART B: 120 Agile Workstations (Hot Desks)**

1. **Supply, delivery and installation of additional legs to utilise (re-use) 60 existing worktops**

   Transnet will supply 60 worktops 1520 x 1100 finished in Coimbra laminate with silver pvc edging.

   Supply matching 50mm x 50mm powder coated steel legs to utilize these tops as clusters of Hot Desks or Agile Workstations. Each worktop must be converted to a freestanding table – therefor 4 legs (or 2x double legs) will be required.  
   60 x 4 = 240 legs (or 120 double legs)

2. **Supply, delivery and installation of privacy screens (top mount), under-desk trunking units and fixing plates as well as surface power points on existing (re-use) worktops**

   In addition to the above (point 3) include 60 top mount privacy screens, 60 under-desk trunking units and fixing plates as well as 120 power supply units (1x 3-pin Red and 1x 2-pin). The 3-pin and 2-pin plugs can both connect to the same supply cable. Provide 120 hooks for Kensington cables (to lock laptops). Screen fabric to be Weavers World, Vulcan, Mamba 47; Desk-based screens are not to exceed 1200mm from floor level

3. **Supply and delivery of Medium back Office Chairs**

   Supply and delivery of 120 Medium back Office Chairs. Both the seat and back rest to be fabric: Weavers World or similar material, Vulcan, Black 1; Chair frame to be black steel frame on casters.

4. **Supply, delivery and assembly / installation of 120 Melamine Face Locker Units**

   Supply and delivery of 600mm high x 400mm wide and 400mm deep melamine face locker units (120). Each unit will come with a hinged door and the outside lock must be of the removable cylinder type. The cabinet locks must be master-keyed.

   These units should be designed as clusters of 6, therefore there will be 20 clusters of 6. The colour of the body of the locker units shall be glossy white. The doors shall incorporate the Transnet Brand colours. The codes of the colours will be communicated when a supplier is appointed.

5. **Installation / assembling of legs, privacy screens, under-desk trunking and surface power points on existing worktops (including cutting to fit the power points)**

   All items above (point 2) to be installed on site. Openings for power supply to be cut on site.

   Each free-standing table (2-way hot-desk) should include the following:
   - 2x plug units consisting of 1x 3-pin Red and 1x 2-pin.
   - 2x electrical cables – 1 cable for both Red plug and 2-pin plug
   - 1x cable trunking unit (shared back to back)
   - 1x privacy screen
   - 2x hooks for Kensington Cables (Laptop locking)
PART C: **Steel Lockers (Security and Technical Staff)**

1. Supply, delivery and installation of 10 (ten) 1.8m high 3 door lockers.

   3 Doors Heavy Duty Steel Lockers 1800mm(H) x 300mm(W) x 450mm(D) with Hasp & Staple for padlock [Tier openings 515mm(H) x 230mm(W) x 420mm(D)] Weight: 18.8kg.

   Colour – Ivory/Karoo.
DESIGN GUIDELINES FOR
STORAGE CABINET
DESIGN GUIDELINES FOR
LOCKER UNITS

SIDE ELEVATION

FRONT ELEVATION

Lockable Hinged Door