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 Furniture for Transnet Offices at Waterfall Business Estate.

Enquiry Number 3737363.07S
Issue Date 11 July 2018
Clarification Meeting 16 July 2018 @ 10:00
Closing Date 24 July 2018
Closing Time 12h00 PM
Bid Validity Period 90 Business Working Days from Closing Date
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 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. As well as on TGC website</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>compulsory clarification meeting with representatives of the Purchaser will take place at: 9 Country Estate Drive, Waterfall Business Estate, Jukskei View on Monday the 16 July 2018 @ 10:00 am.</td>
</tr>
<tr>
<td>CLOSING DATE</td>
<td>12:00 PM on Tuesday, 24 July 2018</td>
</tr>
<tr>
<td>VALIDITY PERIOD</td>
<td>90 Business Working Days from Closing Date</td>
</tr>
</tbody>
</table>

Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

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

2. FORMAL BRIEFING

A compulsory Tender briefing will be conducted Monday on the 16 July 2018, at 10:00 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: **3737363.075**

Description: **Supply, Deliver and Assemble of Furniture for Transnet Offices at Waterfall Business Estate.**

- Closing date and time: **Tuesday, 24 July 2018 at 12:00**
- Closing address: **TRANSEN GROUP CAPITAL**
  **26th FLOOR, CARLTON CENTRE**
  **TRANSEN 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**
  **TRANSEN GROUP CAPITAL ACQUISITION COUNCIL**
  **26th FLOOR, CARLTON CENTRE**
  **TRANSEN GROUP CAPITAL TENDER BOX**
  **OFFICE BLOCK FOYER**
  **150 COMMISSIONER STREET**
  **JOHANNESBURG 2001**

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

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

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

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

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

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

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

5. **National Treasury’s Central Supplier Database**

5.1. Tenderers are required to self-register on National Treasury’s Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed [https://secure.csd.gov.za/](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 No.: 3737363
Tender No.: 3737363.075
Closing Date: 24 July 2018

For: Supply, Deliver and Assemble of 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 (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Purchaser comprise:</td>
</tr>
<tr>
<td></td>
<td>Part T: The Tender</td>
</tr>
<tr>
<td></td>
<td>Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td>Part T2: Returnable documents T2.1 List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>Part C: The contract</td>
</tr>
</tbody>
</table>

March 2015
Transnet Group Capital
Enquiry Number: 3737363.07S

**Part C1: Agreements and contract data**

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

**Part C2: Pricing data**

C2.1 Pricing Assumptions
C2.2 Price Schedule

**Part C3: Scope of Goods**

C3 Goods Information

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**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>5</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></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>15</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></td>
</tr>
<tr>
<td>- Assurance of continuity of supply (7-10 years) after assembling</td>
<td>10</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>
</tbody>
</table>
**T2.2-22 Health and safety plan**
- 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

**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
- 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

**Maximum possible score for quality**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>F.2.13.3</td>
<td>Parts of each tender offer communicated on paper shall be as an original and a copy.</td>
</tr>
<tr>
<td>F.2.13.5</td>
<td>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:</td>
</tr>
<tr>
<td>F2.15.1</td>
<td></td>
</tr>
</tbody>
</table>

**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:

March 2015
• Name of Tenderer:
• Contact person and details:
• The Tender Number: 3737363.075

The Tender Description: Supply, Deliver and Assemble of Furniture for Transnet Offices at Waterfall Business Estate.

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

Prior arrangement on the submittal of large tender documents should be made with the Procurement Officer at the following email: Nnemo.pyana@transnet.net.

Tel: 011 308 1682

**NO LATE TENDERS WILL BE ACCEPTED**

| F.2.13.9 | Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted. |
| F.2.15 | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. |
| F.2.16 | The tender offer validity period is 90 business working days from closing date. |
| F.2.23 | The tenderer is required to submit with his tender: |
| 1. | An **original valid** Tax Clearance Certificate issued by the South African Revenue Services. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderer’s compliance status; |
| 2. | A valid certified SANAS B-BBEE accreditation certificate, and |
| 3. | A valid letter of good standing with the Workmen’s Compensation Fund |

Note: Refer to Section T2.1 for List of Returnable Documents
The procedure for the evaluation of responsive tenders is CIDB Method 2 with Functionality, Price and Preference criteria.

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

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

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

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

Tender offers will only be accepted if:

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

b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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

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

e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
f) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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

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

1. These schedules are required for pre-qualification and eligibility purposes:
   T2.2-48 Stage One as per PPPFA: Eligibility Criteria Schedule - Declaration Certificate of Local Production and Content
   T2.2-15 Stage Two: 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
   T2.2-31 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
   T2.2-51 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
T2.2-15: 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>16 July 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.
Particulars of person(s) attending the meeting:

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Capacity</th>
<th>Date &amp; time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Officer</td>
<td>16 July 2018</td>
</tr>
</tbody>
</table>
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
\begin{itemize}
  \item \( x \) imported content
  \item \( y \) bid price excluding value added tax (VAT)
\end{itemize}

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.

FORM: PRO-FAT-0341 Rev00
T2.2-48: Declaration Certificate for Local Production and Content
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. "duly 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

Office furniture

Stipulated minimum threshold

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.

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.tditi.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 ............................................................ of ............................................................ (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: 3737363.075

<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>
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</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 (PPFPA), 2000 (Act No. 5 of 2000).

SIGNATURE: __________________________ DATE: __________

WITNESS No. 1 __________________________ DATE: __________

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

**Local Content Declaration - Summary Schedule**

- **Tender No.**
- **Tender description:**
- **Designated product(s):**
- **Tender Authority:**
- **Tendering Entity name:**
- **Tender Exchange Rate:**
- **Specified local content 85%**

#### 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>
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</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></td>
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</tbody>
</table>

- **Total tender value:** R 0
- **Total Exempt imported content:** R 0
- **Total Tender value net of exempted imported content:** R 0
- **Total Imported content:** R 0
- **Average local content % of tender:** R 0

---

**Signature of tenderer from Annex B**

- **Date:**

---

**Note:** VAT to be excluded from all calculations.
### Annex D

Imported Content Declaration - Supporting Schedule to Annex C

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

#### A. Exempted Imported content

<table>
<thead>
<tr>
<th>Tender Item no's</th>
<th>Description of Imported content</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred landing costs &amp; duties</th>
<th>Total landed cost excl VAT</th>
<th>Exempted Imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

#### B. Imported directly by the Tenderer

<table>
<thead>
<tr>
<th>Tender Item no's</th>
<th>Description of imported content</th>
<th>Unit of measure</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial invoice</th>
<th>Tender Rate of Exchange</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred landing costs &amp; duties</th>
<th>Total landed cost excl VAT</th>
<th>Total imported value by tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

#### C. Imported by a 3rd party and supplied to the Tenderer

<table>
<thead>
<tr>
<th>Description of Imported content</th>
<th>Unit of measure</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial invoice</th>
<th>Tender Rate of Exchange</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred landing costs &amp; duties</th>
<th>Total landed cost excl VAT</th>
<th>Total imported value by 3rd party</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

#### D. Other foreign currency payments

<table>
<thead>
<tr>
<th>Type of payment</th>
<th>Local supplier making the payment</th>
<th>Overseas beneficiary</th>
<th>Foreign currency value paid</th>
<th>Tender Rate of Exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Signature of tenderer from Annex D**

Date: 

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**Note:**

(042) Total of imported value by tenderer.

(043) Total imported value by 3rd party.

(044) Total of foreign currency payments declared by tenderer and/or 3rd party.

(045) Total of imported content & foreign currency payments - (042), (043) & (044) above.
# Annex E

Local Content Declaration - Supporting Schedule to Annex C

<table>
<thead>
<tr>
<th>(E1) Tender No.</th>
<th>(E9) Total local products (Goods, Services and Works)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E2) Tender description:</td>
<td>R.O.</td>
</tr>
<tr>
<td>(E3) Designated products:</td>
<td></td>
</tr>
<tr>
<td>(E4) Tender Authority:</td>
<td></td>
</tr>
<tr>
<td>(E5) Tendering Entity name:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Products (Goods, Services and Works)</th>
<th>Description of items purchased</th>
<th>Local suppliers</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E6)</td>
<td>(E7)</td>
<td>(E8)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(E10) Manpower costs</th>
<th>(Tenderer's manpower cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E11) Factory overheads</td>
<td>(Rental, depreciation &amp; amortisation, utility costs, consumables etc.)</td>
</tr>
<tr>
<td>(E12) Administration overheads and mark-up</td>
<td>(Marketing, insurance, financing, interest etc.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(E13) Total local content</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.O.</td>
</tr>
</tbody>
</table>

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: ____________________________
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

<table>
<thead>
<tr>
<th>Attached submissions to this schedule:</th>
</tr>
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</tbody>
</table>

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 0</th>
<th>Bidder has not submitted the required information/ cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 20</td>
<td>Bidder has submitted the returnable documents. Declaration of Understanding not signed.</td>
</tr>
<tr>
<td>Score 40</td>
<td>Bidder has submitted the returnable documents and signed Declaration of Understanding.</td>
</tr>
<tr>
<td>Score 60</td>
<td>Bidder has submitted the returnable documents, a signed Declaration of Understanding and EMP.</td>
</tr>
<tr>
<td>Score 80</td>
<td>Bidder has submitted the returnable documents and signed Declaration of Understanding, EMP and company SHE policy.</td>
</tr>
<tr>
<td>Score 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:

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........................................................................................................................................
Transnet Group Capital  
Enquiry Number: 3737363.07S  

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

**Description of the Goods:** Supply, deliver and assemble of furniture for Transport Offices at Waterfall Business Estate.

**Enquiry Number:** 373163.075

**TRANSPORT GROUP CAPITAL**
## T2.7.22: Health and Safety Plan

**Score 20**

The Tender has submitted no information or inadequate information to determine a score.

### Score 0

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
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<td>2</td>
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<tr>
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<td>4</td>
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<td>2</td>
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<tr>
<td>4</td>
<td>4</td>
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</tbody>
</table>

The scoring of the Tender’s Health and Safety Requirements will be as follows:

The table below is for information purposes only to indicate the method of scoring that will be allowed to evaluate the health and Safety submitted by the Tender.

**Description of the Goods: Supply, Delivery and Assembly of Furniture for Transnet Offices at Waterval Business Estate**

**Engineering Number:** 337363.075

**Transnet Group Capital**
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Response</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirements will not be met.</td>
<td>Health and Safety requirements will not be met.</td>
<td>40</td>
</tr>
<tr>
<td>Requirement</td>
<td>Response</td>
<td>Score</td>
</tr>
<tr>
<td>-------------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>Training matrix not signed by specfication</td>
<td>Training matrix not signed by specfication</td>
<td>60</td>
</tr>
<tr>
<td>Requirement</td>
<td>Response</td>
<td>Score</td>
</tr>
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<td>-------------</td>
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<td>-------</td>
</tr>
<tr>
<td>OSH Act and TP not in line with works information</td>
<td>OSH Act and TP not in line with works information</td>
<td>60</td>
</tr>
<tr>
<td>Requirement</td>
<td>Response</td>
<td>Score</td>
</tr>
<tr>
<td>-------------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>Responsibilities are recognized</td>
<td>Responsibilities are recognized</td>
<td>60</td>
</tr>
</tbody>
</table>

**Description of the Goods: Supply, Deliver and Assemble of Furniture for Transnet Offices at Waterval Business Estate.**

**Property Number:** 373963.07

**Transnet Group Capital**
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement</th>
<th>Requirement</th>
<th>Requirement</th>
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</thead>
<tbody>
<tr>
<td>Good</td>
<td>Good</td>
<td>Good</td>
<td>Good</td>
</tr>
<tr>
<td>Be met.</td>
<td>Be met.</td>
<td>Will be met.</td>
<td>Will be met.</td>
</tr>
</tbody>
</table>

Score: 80


Enquiry Number: 379393.075

TRANSEPT GROUP CAPITAL
| Score 100 | SHE system for project. All 5 key policy components are recognized and meets the Employer’s requirements and Valid letter of good standing with insurance body. | Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TCP Health and Safety Management Specification. | Training matrix include Management and all employees/personnel in the project. Training matrix had been signed by responsible personnel and SHE Bill of Quantity is addressing all projects SHE costs. | Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer’s requirements. | Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer’s requirements. | Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer’s requirements. |

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

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

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________

September 2016

Page 5 of 5  
Part T2: Returnable Schedules  
T2.2-22: Health and Safety Plan
T2.2-25: Previous Experience

Note to tenderers:

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 0</th>
<th>Tenderer has not submitted the required information/cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 20</td>
<td>Tenderer has successfully completed at least 1 similar Project.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>5 written references in a letter head have been provided.</td>
</tr>
</tbody>
</table>
Transnet Group Capital

Enquiry Number: 3737363.07S

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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<table>
<thead>
<tr>
<th>Tenderer</th>
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</table>
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.
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>
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<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
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</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 Supplier for claims made against him arising out of his failure to use the skill and dace 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 Supplier) or loss of or damage to property resulting from an act 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 Supplier arising out of and in the course of their employment in connection with this contract</td>
<td>The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Other)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed

Date

Name

Position

Tenderer

TENDER
FORM: PRO-FAT-0177 Rev02
Page 1 of 1
Part T2: Returnable Schedules
T2.2-9: Insurance provided by the Supplier
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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors
B. Certificate for Partnership

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<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>
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<tr>
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<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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<td>4</td>
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<td>5</td>
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<td>8</td>
<td></td>
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<tr>
<td>9</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed

Name

Tenderer

Date

Position
T2.2-17 : Compulsory Enterprise Questionnaire

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

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

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

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

**Section 4:** Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name</th>
<th>Identity number</th>
<th>Personal income tax number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<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*
Transnet Group Capital
Enquiry Number: 3737363.075

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
T2.2-31 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFX Declaration Form that that have acquainted themselves with, and agree with the content. The contract with the successful tenderer will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Tenderer / Service Provider / Service Provider / Contractor (hereinafter referred to as the "Tenderer / Service Provider/Contractor")
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 furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

a) prices;

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

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

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET’S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklist 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) Scurrilous allegations: where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
   d) Abuse of court process: when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

13 GENERAL

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

13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
13.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

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

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall adhere by it. To the best of the Parties’ knowledge and belief, the information provided in this Integrity Pact is true and correct.
T2.2-33: Mutual Non-Disclosure Agreement

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

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

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

and

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

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

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the Supply, Deliver and Installation of Furniture for Transnet Offices at Waterfall Business Estate. Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "Confidential Information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

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

3. Exclusions

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Non-Solicitation

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

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

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10. No Representations

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

11. Term

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

12. Miscellaneous

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

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.
Transnet Group Capital
Enquiry Number: 3737363.075

14. Disputes

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

15. Remedies

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

Signed

Date

Name

Position

Tenderer
SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). 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 communiqué dated 04 March 2016 addressed to the **Members of the IRBA,** as of **30 September 2016,** the IRBA will no longer be the ‘Approved Regulatory Body’ as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS)."
# Supplier Declaration Form

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

**CSD Number (MAAA xxxxxxx):**

<table>
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<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>
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<td>Non-profit (NP0's or NPC)</td>
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<td>Specialised Profession</td>
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<td>State Owned Co</td>
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<tr>
<td>National Gov</td>
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<td>Foreign International</td>
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<td>Local Gov</td>
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<td>Financial Institution</td>
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<tr>
<td>Joint Venture</td>
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**Did your company previously operate under another name?**

**Yes**

**No**

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

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

<table>
<thead>
<tr>
<th>Form of Entity</th>
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<th>Trust</th>
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<th>Limited</th>
<th>Partnership</th>
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<td>Educational Institution</td>
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<td>Specialised Profession</td>
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<td>State Owned Co</td>
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<td>Provincial Gov</td>
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<td>Local Gov</td>
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<tr>
<td>Joint Venture</td>
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**Your Current Company's VAT Registration Status**

**VAT Registration Number**

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

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

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

| Company Physical Address |        |
| Company Postal Address   |        |
| Company Telephone number |        |
| Company Fax Number       |        |
| Company E-Mail Address   |        |
| Company Website Address  |        |

| Company Contact Person Name |        |
| Designation |        |
| Telephone |        |
| Email |        |
Is your company a Labour Broker?  

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

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

How many personnel does the business employ?  

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

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  

<table>
<thead>
<tr>
<th></th>
<th>&lt;R10 Million</th>
<th>&gt;R10 Million</th>
<th>&gt;R50 Million</th>
</tr>
</thead>
</table>

Does your company have a valid B-BBEE certificate?  

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

Please indicate your Broad Based BEE status (Level 1 to 9)  

<table>
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<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
</table>

Majority Race of Ownership

<table>
<thead>
<tr>
<th>% Black Ownership</th>
<th>% Black Women Ownership</th>
<th>% Black Disabled person(s) Ownership</th>
<th>% Black Youth Ownership</th>
<th>% White Ownership</th>
<th>% Indian Ownership</th>
<th>% Coloured Ownership</th>
</tr>
</thead>
</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</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPOWERING SUPPLIER</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>FIRST TIME SUPPLIER</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT PLAN</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>DEVELOPMENT PLAN DOCUMENT</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>* If Yes - Attach supporting documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>GRADUATION FROM ED TO SD BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT RECIPIENT</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

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

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

Stamp And Signature Of Commissioner Of Oaths

Name and Surname | Date |
|-----------------|------|
APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: __________________________________________

Designation: __________________________________________

Date: __________________________________________

Commissioner of Oaths

Thus signed and sworn to before me at __________________________ on this the ________
day of ______________________ 20_______.

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

________________________________________
Commissioner of Oaths
I, the undersigned, ____________________________

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

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

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

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

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

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

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

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

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

Deponent Signature

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

Date

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

Commissioner of Oaths

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

Name & Surname

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

Signature & Stamp
SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned, ____________________________________________

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

Hereby declare under oath as follows:

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

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

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.
Transnet Group Capital  
Enquiry Number: 3737363.07S  

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

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

SIGNED at ________________ on this ____ day of ______________ 20____

<table>
<thead>
<tr>
<th>For and on behalf of</th>
<th>AS WITNESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td></td>
</tr>
<tr>
<td>duly authorised thereto</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Position:</td>
<td>Position:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Place:</td>
<td></td>
</tr>
</tbody>
</table>
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 of Furniture for Transnet Offices at Waterfall Business Estate and associated documents for the above mentioned Project and Contract.
I also declare that I understand my responsibilities in terms of enforcing and implementing the Supply, Deliver and Assemble of Furniture for Transnet Offices at Waterfall Business Estate 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
T2.2-40: Returnable Schedule - Transnet 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 Company (SOC) 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:

To fully complete annexure B.

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.

March 2015
Transnet Group Capital
Enquiry Number: 3737363.075
Description of the Goods: Supply, Deliver and Assemble Furniture for Transnet at Waterfall Business Estate

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</td>
<td>The increase in the number of jobs, by the Service Provider, as a result of the award of business from Transnet.</td>
</tr>
<tr>
<td>Regional Spend - Local capability &amp; capacity building</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 Service Provider.</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.

March 2015
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

TABLE OF CONTENTS

1 WHAT IS SUPPLIER DEVELOPMENT? .................................................................................. 5
2 BACKGROUND AND GUIDANCE ON THE SUPPLIER DEVELOPMENT OBJECTIVES FOR SOUTH AFRICA .... 5
3 TRANSNET'S SUPPLIER DEVELOPMENT OBJECTIVES ...................................................... 6
4 RESPONSE BASED ON THE IC3 MATRIX QUADRANTS .................................................. 7
5 SUPPLIER DEVELOPMENT CATEGORY DEFINITIONS AND HIGH LEVEL DESCRIPTIONS .......... 10
6 MARKET INTELLIGENCE ASSISTANCE ........................................................................ 14
7 GOVERNMENT POLICY DOCUMENTS ......................................................................... 14
8 OTHER REFERENCE WEBSITES .................................................................................... 15
GLOSSARY OF WORDS ....................................................................................................... 16

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 fulfill 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 fulfill 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.

![IC3 Supplier Development Classification Matrix Diagram](image)

**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.
Figure 2: Transnet value capture through supplier influence

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

**Key Outcomes** -
- Job creation
- Skills Development
- Local Economic Development
- Rural / regional integration

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

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

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 -
- Creating opportunity for jobs;

Key Outcomes -
- Job creation.

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

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>

### 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>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.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
</table>
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: Number of artisans trained Number of technicians trained Number of black people trained Total number of people trained</td>
<td>Number of individuals that 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 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</td>
</tr>
</tbody>
</table>
### Criteria | Description
---|---
1 to make allowance for Service Providers who have just completed a training drive within the industry |  
Number of bursaries/scholarships (specify field of study) | The number of higher education bursaries/scholarships provided in the previous year and planned for the length of the contract  
Number of apprentices (sector must be specified) | The number of apprentices that the Service Provider plans to enlist during the course of the contract  
Investment in Schools in specific sectors e.g. engineering | The monetary value that the Service Provider is prepared to invest in the development and running of schools to increase technical skills development

---

### Job creation

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

| Criteria | Description |
---|---|
Number of jobs created including: | Number of jobs to be created during the period of the contract  
➤ New skilled jobs created | ➤ 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  
➤ New unskilled jobs created | ➤ Jobs for people who have not undergone training...
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.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of local employees</td>
<td>Number of people employed from within the town/city of operation</td>
</tr>
<tr>
<td>Value spent on local business</td>
<td>Monetary value spent on business within the</td>
</tr>
</tbody>
</table>
TRANSMET GROUP CAPITAL
Enquiry Number: 3737363.075
Description of the Goods: Supply, Deliver and Install Furniture for Transnet at Waterfall Business Estate

<table>
<thead>
<tr>
<th>Proximity of business to operations</th>
<th>The locality of the business in relation to operations, preference is given for regional (provincial) locality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of rural businesses to be developed</td>
<td>The number of rural businesses that the Service Provider plans to develop as a result of the contract</td>
</tr>
<tr>
<td>Value of development to local community (sustainable)</td>
<td>The monetary value spent on rural community development that will result in long-term social improvements</td>
</tr>
</tbody>
</table>

**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.

**GOVERNMENT POLICY DOCUMENTS**


March 2015
**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

Broad-Based Black Economic Empowerment (B-BBEE)  
A South African legal requirement that require all entities operating in the South African economy to contribute to empowerment and transformation.

Enterprise Development (ED)  
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 through the expansion of a beneficiaries' financial and/ or operation capacity.

Industrial Policy Action Plan II (IPAPII)  
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.

Integrated Supply Chain Management (ISCM)  
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.

New Growth Path (NGP)  
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 & 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.
**Original Equipment Manufacturer (OEM)**  
Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services.

**Socio-economic Development**  
Refers to development which addresses social and 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 Service Provider's SD Plan constitutes an offer to perform all its SD commitments to the 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 40 weeks from the effective date of the contract
<table>
<thead>
<tr>
<th>Supplier Development (SD)</th>
<th>Category 1: Job Creation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Race</th>
<th>Gender</th>
<th>Youth (Yes/No)</th>
<th>Disabled (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Number</th>
<th>Target Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Jobs within Site</th>
<th>Jobs within the Project Area</th>
<th>Specialist Jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>The potential for job creation directly due to the award of this contract in terms of the Company's intentions in terms of employment of local, skilled workers and the youth.</td>
<td>The potential for job creation directly due to the award of this contract in terms of the Government's objective to increase labour absorption among skilled workers and the youth.</td>
<td></td>
</tr>
</tbody>
</table>
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</th>
<th>R</th>
<th>A</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL OF SD COMMITMENT, ZAR (A + B + (C) + D + E) Addition of all categories</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>TOTAL TENDER VALUE TENDER VALUE (EXC VAT)</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>SD COMMITMENT EXPRESSED AS A PERCENTAGE (%)</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>OF TENDER VALUE : (A + B + (C) + D + E)/Tender Value</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MILESTONE 1</th>
<th>MILESTONE 2</th>
<th>MILESTONE 3</th>
<th>MILESTONE 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE</td>
<td>Six months after contract date*</td>
<td>Twelve months after contract date*</td>
<td>Eighteen months after contract date*</td>
</tr>
<tr>
<td>% Total SD Spend (To be completed by tenderer)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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
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
Transnet Group Capital
Enquiry Number: 3737363.075

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 of 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

Supply Contract  
PRO-FAT-0308 Rev02  
PAGE 1  
Part C1  
C1.1: Form of Offer & Acceptance
Transnet Group Capital
Enquiry Number: 3737363.075

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

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

Signature(s)

Name(s)

Capacity

for the 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: 3737363.07S  

### Schedule of Deviations

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

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

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

---

**For the Tenderer:**

- **Signature:**
- **Name:**
- **Capacity:**

**For the Purchaser:**

- **Transnet SOC Ltd**
  - 150 Commissioner Street
  - Carlton Centre
  - Johannesburg

---

**Name & signature of witness:**

**Date:**
# 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><strong>General</strong></td>
<td></td>
</tr>
</tbody>
</table>
|        | The *conditions of contract* are the core clauses and the clauses for Options | X2: Changes in the law  
Z: *Additional conditions of contract*  
of the NEC3 Supply Contract (December 2009 and amended April 2013)

| 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 of 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: 3737363.07S

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.

3 Time

30.1 The delivery date of the goods and services is:

<table>
<thead>
<tr>
<th>Goods and services</th>
<th>30 August</th>
<th>20 September</th>
<th>04 October</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desks</td>
<td>1 420</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Office Chairs</td>
<td>2 420</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Storage Cabinets</td>
<td>3 420</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Steel Lockers</td>
<td>4 10</td>
<td>10</td>
<td>-</td>
</tr>
<tr>
<td>Desk Screens</td>
<td>5 210</td>
<td>50</td>
<td>50</td>
</tr>
</tbody>
</table>

31.1 The Supplier is to submit a first programme for acceptance within 2 weeks of the Contract Date.

32.2 The Supplier submits revised programmes at intervals no longer than 2 weeks of the Contract Date.

4 Testing and defects

42 The defects date is 52 (fifty two) weeks after Delivery.

43.2 The defect correction period is 5 (Five) working days

5 Payment

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

51.1 The currency of this contract is the South African Rand

51.2 The period within which payments are made is Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.

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

6 Compensation events

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

80.1 These are additional Purchaser's risks None

84.1 The Purchaser provides these additional insurances

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

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

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

<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>84.2</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>
</tbody>
</table>
88.5 The end of liability date is 1 (One) year after Completion of the whole of the Service.

9 Termination and dispute resolution

94.2(3) The Adjudicator nominating body is: the Chairman of The Association of Arbitrators (Southern Africa)

94.4(2) The tribunal is: Arbitration

94.4(5) The arbitration procedure is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).

94.4(5) The place where arbitration is to be held is Johannesburg, South Africa

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

10 Data for Option clauses

X2 Changes in the law

X2.1 A change in the law of No additional data is required for this Option

2 Additional conditions of contract

Z1 Obligations in respect of Joint Venture Agreements
Insert the additional core clause 27.5

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

Insert additional core clause 27.6

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

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

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

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

Z2.2  **Termination Table**

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

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

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

Z3  **Right Reserved by Transnet to Conduct Vetting through SSA**

Z3.1  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.

Z5  **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.
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>3</td>
</tr>
<tr>
<td>C2.2</td>
<td>The <em>price schedule</em></td>
<td>3</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) 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

- 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>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>NEW OPEN PLAN FURNITURE FOR TRANSNET SOC HEADQUARTERS</strong>&lt;br&gt;&lt;br&gt;Supply, Deliver and Install New Open Plan Workstations&lt;br&gt;&lt;br&gt;Desks: Open plan office systems desk with 1600 x 750 top, finished in Coimbra laminate with silver PVC edging supported on glossy white epoxy coated rectangular leg system. Desk system should include:&lt;br&gt;&lt;br&gt;1.1 4x4 plug unit (pre-cut)&lt;br&gt;1 round opening&lt;br&gt;Under-desk fixing plates and trunking for cables&lt;br&gt;Hook for Kensington Cables (Laptop locking)&lt;br&gt;Privacy Screens&lt;br&gt;&lt;br&gt;Cabinets: 400w x 750d x 1200h lockable pull-out cabinet with 3 shelves and 2 drawers with roll-out tray. Finished in Coimbra laminate top with silver PVC edging and glossy white body and front with stainless steel handle.&lt;br&gt;&lt;br&gt;Chairs: High back chair with Fabric Upholstered Back &amp; Seat, Nylon black arms, upholstered in poly fabric with support. Seat height adjustment, swivel and tilt functionality, height adjustable arm rests and back adjustable. 5 star nylon castor base, including gas lift.&lt;br&gt;&lt;br&gt;1.3 Dimensions:&lt;br&gt;Back width: 485mm&lt;br&gt;Back Height: 720mm&lt;br&gt;Seat Height: 450mm&lt;br&gt;Seat Width: 530mm&lt;br&gt;Seat Depth: 485mm</td>
<td>No</td>
<td>420</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td><strong>Supply, Deliver and Install New Agile Workstations (Hot Desks)</strong>&lt;br&gt;&lt;br&gt;Legs: Supply, Deliver &amp; Install additional legs to utilise in existing worktops. Transnet will supply additional worktops (1520x1100)mm finished in Coimbra laminate with silver PVC edging&lt;br&gt;&lt;br&gt;Privacy Screens: Supply, Deliver &amp; Install 500mm high Aluminium framed fabric finish desk privacy screens with inter-connectable system, under-desk trunking and fixing plates as well as surface power points on existing (re-use) worktops</td>
<td>No</td>
<td>100</td>
<td></td>
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<td>2.1</td>
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<tr>
<td>3</td>
<td><strong>Supply, Deliver and Install New Steel Lockers</strong>&lt;br&gt;&lt;br&gt;Steel Lockers: Supply, Deliver &amp; Install 3 Doors Heavy Duty Steel Lockers 1800mm(H) x 300mm(W) x 450mm(D) with Hasp &amp; Staple for padlock [Tier openings 515mm(H) x 230mm(W) x 420mm(D)]&lt;br&gt;Weight: 18.8kg, Colour – Ivory/Karoo.</td>
<td>No</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Amount</td>
<td></td>
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<tr>
<td></td>
<td>EXECUTIVE SUMMARY</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td>NEW OPEN PLAN FURNITURE FOR TRANSNET SOC HEADQUATERS</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td><strong>VAT @15%</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL INCL. VAT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C3: Scope of Goods

C3.1 Goods Information

1. Background of the project

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

With a heritage of well over four decades, most the building services in the Carlton Centre have reached the end of their lifespan and pose a risk to the wellbeing of Transnet's 1420 employees based at the Carlton Centre.

Transnet strives to create an environment that promotes employee wellness and safety and encourages employees to adhere to the desired organisational culture and safety behaviours.

It is against this backdrop that Transnet needs to temporarily relocate to another building in order to do the necessary upgrades and refurbishments to the buildings and precinct.

A suitable temporary facility of approximately 24 000m² office accommodation has been identified.

Transnet can utilize some of its furniture but with the decision to optimize space and implement more open plan work areas Transnet needs to procure some furniture suitable for open plan work stations.

2. Description of Services:
The following furniture must be supplied, delivered and assembled:

2.1. Basement Floor (New Prayer Rooms)
Refer to the Basement Floor Layout Plan.

2.1.1. Steel Lockers:
- 10 sets (1,8m high 3 door)

2.2. Upper Ground Floor (Office Areas)
Refer to the Upper Ground Floor Layout Plan.

2.2.1. Desks:
- 420 X desks.

2.2.2. Storage Cabinets:
- 420 X Storage Cabinets.

2.2.3. Office Chairs:
- 420 X office chairs.
2.2.4. **Desk Screens:**

- 210 X **Desk Partitioning Screens**.

500mm high Aluminium framed fabric finish desk screens with inter-connectable system

3. **Specifications**

3.1. **Open Plan Work Stations**

3.1.1. **Desks**

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

- 4x4 plug unit (pre-cut)
- 1 round opening
- Under-desk fixing plates and trunking for cables
- Hook for Kensington Cables (Laptop locking).
- Privacy Screen

3.1.2. **Cabinets**

400w x 750d x 1200h lockable pull-out cabinet with 3 shelves and 2 drawers with roll-out pen tray. Finished in Coimbra laminate top with silver pvc edging and glossy white body and front with stainless steel handle.

3.1.3. **Assemble / assembling of new Open Plan Workstations**

Open plan desks should be designed as clusters of 2 to allow for flexibility in placement.

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

3.2. **Agile Workstations (Hot Desks)**

3.2.1. Supply and delivery of additional legs to utilise (re-use) worktops of existing furniture

Transnet will supply additional worktops 1520 x 1100 finished in Coimbra laminate with silver pvc edging. Supply matching legs to utilize these tops as clusters of Hot Desks or Agile Workstations.

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

In addition to the above (point 3) include top mount privacy screens, under-desk trunking and fixing plates as well as single power supply with USB charge point. Provide hooks for Kensington cables (to lock laptops).

3.2.3. **Assemble / assembling of legs, privacy screens, under-desk trunking and surface power points on existing worktops (including cutting to fit the power points)**
3.3. **Steel Lockers (Security and Technical Staff)**

3.3.1. Supply, delivery and Assemble 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.

3.3.2. The *Purchaser* shall:

- Report to the *Supplier* any irregular performance of or defect in, or damage to any items covered under this Contract.
- Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.
- Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.
- Ensure that the *Site / Affected Property* with regards to the equipment spaces comply with the applicable regulations and local bylaws.
- At the request of the *Supplier*, shall arrange for necessary occupancy to facilitate the execution of the Service wherever possible during normal working hours.
- Any disruptions which are deemed to be beyond the *Supplier's* control and which result in the *Supplier's* workmen having to leave an area in or on the *Site / Affected Property* shall be logged in the applicable report book.
- Notwithstanding anything expressed or implied to the contrary in this Scope of Work, the *Supplier*, shall plan and execute the Service in this Contract in such a way with sufficient spares and materials available and with sufficient staff employed on Site / Affected Property that, subject to proper provision of the service by the *Purchaser* and or his Tenants, the downtime of the various pieces of equipment of the Supplier will be limited to a reasonable time period comparable with the item of equipment being maintained.
- The working of overtime is not intended under this Contract, and no overtime will be paid in respect of normal Service. Overtime will only be entertained in cases of emergencies where the *Supplier* is requested to work overtime to speed up the delivery of the service or to accelerate the Accepted Plan. Should an emergency arise, or where it is deemed necessary in the interests of the *Purchaser*, specific authority for such overtime must be obtained.

4. **Management structures**

4.1. The *Supplier's* plan for the Service

- Within one (2) week of kick-off meeting, the *Supplier* shall submit to the *Purchaser* for his approval and acceptance a *Suppliers Plan*. No deviation from programmed dates will be allowed once agreed between the *Purchaser* and the *Supplier*. The first payment certificate will not be passed for payment until this program has been lodged and approved by the *Purchaser*. 
4.2. Management meetings

- The Supplier or its duly authorised representative on the Site/Affected Property shall be required to attend progress meetings fortnightly (as needed) Co-ordination/Risk Reduction meetings with the Purchaser or his delegate at the Site/Affected Property to discuss the provision of Services, and the Supplier warrants that any representative who attends such Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the Supplier vis-a-vis all decisions taken and agreements reached. Minutes and records of such Co-ordination/Risk Reduction meetings shall be the responsibility of the Purchaser. Minutes will be made available to the Supplier within seven (5) working days. The Purchaser reserves a right to request for a meeting whenever necessary.

- The Supplier must present a written weekly progress report on the Services rendered by it, in respect of the Site/Affected Property. Unless the Purchaser prescribes otherwise, this report shall include the following:
  - Name, address and telephone number of the Supplier.
  - Date of report and reporting period.
  - Detail on the services undertaken during the week, outlining any challenges that required the Purchaser’s attention.
  - Problems, including administrative problems with the Purchaser experienced during reporting period.
  - Any factors that affect, or may affect, the timely delivery of the goods.

- The Purchaser may request supplementary and interim written reports from the Supplier.

4.3. Supplier’s Management, Supervision and Key People

4.3.1. During Assemble:

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

- The Supplier shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct of a qualified supervision.

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

- The Supplier, or any agent or employee of his, must wear protective clothing where necessary. The Supplier must supply the relevant protective clothing at his own cost and included in the pricing of the Service.

- Personal hygiene must be maintained by the Supplier’s employees and agents at all times.

- The Supplier and its employees will maintain silence within reasonable bounds on the Site / Affected Property.
Transnet Group Capital
Contract number: P.373763.07S
Description of the Works: Supply, Deliver and Install new furniture for Transnet Offices at Waterfall Business Estate

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

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

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

4.3.2. The Supplier shall forthwith notify the Supplier Manager of any form of intimidation its employees may be subjected to.

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

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

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

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

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

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

4.4. Deliverables

- The service Suppliers shall submit the following reports, attached to all invoices:

  4.4.1. Report on services delivered/Performed;
  4.4.2. Consumables used;
  4.4.3. Completed checklist where applicable;
  4.4.4. Ad hoc services requested where applicable;
  4.4.5. Any and all staff and labour issues that can affect service delivery to Purchaser;
  4.4.6. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.
  4.4.7. The weekly and monthly reports shall have a summary of key issues affecting the affected building or any major breakdowns etc. The Purchaser reserves the right to alter the format and information required on this report.
4.5. Documentation Control

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

- During the progress of the Services/Task and prior to their completion, the Supplier will submit to the Purchaser any Documentation as requiring submission to the Purchaser prior to completion of the Contract/Task.

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

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

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

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

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

- The Purchaser will have the right at all reasonable times to inspect the Documentation of the Supplier or any Sub-Supplier.

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

- Approval given by the Purchaser shall not relieve the Supplier from responsibility for due performance of this Contract and adherence to Technical Information provided by the Purchaser. The Supplier shall protect and save harmless the Purchaser and Purchaser’s employees against all losses, expenses, demands, errors or omissions detailing of the Supplier, its sub-Suppliers, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Supplier’s responsibility to arrange professional indemnity cover through an insurance company acceptable to the Purchaser, the limits of such cover to be determined by the Purchaser in relation to the Service.

- The Supplier shall on a monthly basis provide the Purchaser with all records related to this Contract/Service.
4.6. Invoicing and Payment

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

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

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

4.6.2. Fixed monthly contracted services performed.

4.6.3. Detailed list of materials used showing unit prices, Supplier's mark-up, and sub-total.

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

4.6.5. V.A.T.

4.6.6. Grand Total.

- Supporting documentation must be furnished in respect of all materials / Consumables / hygienic detergents and sub-contract service bought out in the form of copies of Supplier's invoices or copies of priced delivery notes. Notwithstanding the foregoing, the Supply Manager or appointed Purchaser representative shall have the right to call for invoices rendered by Suppliers to the Supplier in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the Supplier until such information / documentation have been furnished to the Purchaser, provided that, in respect of additional documentation required by the Purchaser, the Purchaser's instruction shall have been given to the Supplier in sufficient time before any such payments certificate became due.

- No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved cleaning schedule plan for the applicable period.

- Payment will be made thirty (30) days from the date of receipt of the Supplier's signed invoice and credit notes.

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

4.7. Training Workshops and Technology Transfer

- All training and evaluation costs as provided for in terms of this Contract shall be borne by the Supplier.
4.8. Things Provided at the End of the Service Period for the Purchaser’s Use

4.8.1. Furniture
   a) The inventory materials and spares that were purchased by the Purchaser during the tenure of the contract should be returned provided the Supplier still holds some in stock.

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

5. Health and Safety, Environment and Quality Assurance

5.1. Health and safety, Risk, Environmental Constraints and Management

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

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

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

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

5.2. Quality assurance requirements

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


6. Procurement

6.1. Furniture

6.1.1. The Supplier shall ensure that any and all material procured by the Supplier for this Contract, are obtained at least at rates that are available to the Purchaser for similar material. Should the Supplier obtain material at a premium and should the Purchaser be able to prove that the Supplier did not endeavour to minimise the higher rate/s, the Purchaser may select not to reimburse the Supplier for the portion of the price for which the Supplier paid a premium. A minimum of Two (2) competitive quotes shall be sourced by the Supplier for such material to be supplied.

6.1.2. Consumables, Equipment used must meet the original manufacture’s requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Purchaser and conform to SANS specifications and must where possible carry an appropriate mark of approval.

6.1.3. The Supplier shall provide and keep or have a list of all consumables. The Purchaser reserves the right to inspect the inventory list at any time during the term of this Contract.

6.1.4. Replaced or redundant parts remain the property of the Purchaser and shall be delivered to the Purchaser to be scrapped where after the Supplier will remove it unless otherwise decided by the Purchaser.

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

6.1.6. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Supplier from the Purchaser that these may be delivered.

6.1.7. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all material, consumables etc. used in connection with the Works by the Supplier shall be the responsibility of the Supplier, including all necessary supervision, labour and equipment for this purpose.

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

6.1.9. The Supplier shall be responsible for the provisioning of all material, products, consumables (cleaning materials etc.) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Labour Rates.

6.1.10. The Purchaser reserves the right to take samples of any consumables and or material supplied by the Supplier for analysis if deemed necessary

6.2. Correction of defects

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

6.2.2. Should the Supplier fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Purchaser and should the Supplier fail to remedy such breach within the timeframe from the
6.2.2.1. Appoint another person other than the Supplier to complete the Service in question and to recover from the Supplier all cost to complete the work in question plus an administration costs of twenty five (25) percent (%) of the price the other Supplier charge the Purchaser to complete the Service, or

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

7. Working on Site

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

7.1.1. The Supplier shall at all times ensure that its employees, agents, representatives, specialist, sub-Suppliers and Suppliers:

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

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

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

- a colour photograph of the relevant member
- full names and surname
- identity number

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

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

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

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

7.1.1.8. Employees of the Supplier have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Purchaser / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Supplier must make provision in his costing for access delays in security areas.
7.1.1.9. Any disruptions which are deemed to be beyond the Supplier’s control and which result in the Supplier’s workmen having to leave the Site / Affected Property shall be logged in the applicable report book.

7.1.1.10. Within seven (5) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Supplier shall furnish the Supply Manager with the full names and identity numbers in order for the purpose of site access arrangement.

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

7.2.1. Service operations will be performed during Transnet “Office hours only”. The times are Monday to Friday from 07h30 to 17h00 excluding public holidays. Service operating hours outside of these must be explicitly arranged by the Transnet authorised representative.

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

7.2.3. The Supplier shall at all-time render service that is in line with Transnet Property’s values and ethics.

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

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

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

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

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

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

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

7.2.11. The Supplier shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.

7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.

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

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

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

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

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

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

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

7.3.1. Supplier staff must be:
   a) able to communicate the official language of Transnet which is English;
   b) physically fit to perform the tasked duties as required;
   c) presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;

7.3.2. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Supplier to remove a particular contracted staff(s) from the Premises permanently:
   a) Accepting any gifts or bribes in the line of duty;
   b) Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
   c) Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
   d) Enabling any person to secure stolen property from the Premises;
   e) False reporting;
   f) Negligence in the application of Transnet instructions, after being duly informed thereof;
   g) Sleeping on duty or neglecting his/her duty;
   h) Using or carrying a weapon;
   i) Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
   j) Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
   k) Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
   l) Failing to wear the prescribed clothing or identification when on duty.
   m) Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

7.3.3. Supplier staff may be subject to breathalyser testing by Transnet or Representative Suppliers prior to the granting of permission onto its Site.

7.4. Health and safety facilities on the Affected Property

7.4.1. The Supplier undertakes to comply with the Purchaser's safety and emergency measures and procedures the Site / Affected Property.

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

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

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

7.4.5. The Supplier shall inform the Purchaser verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage
7.4.6. The **Supplier** may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.

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

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

7.5. **Records of Supplier's Equipment**

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

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

7.6. **Site services and facilities**

7.6.1. Provided by the **Purchaser**

- Rest room facilities
- Storage facilities
- Site office

7.6.2. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the **Supplier**)

7.6.3. Provided by the **Supplier**

- The **Supplier** shall make his own arrangements in respect of the Assemble and provision of telephones at the Site/Affected Property at his own cost, should the **Supplier** deem it necessary.

7.7. **Tests and inspections**

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

7.7.2. Independent inspections: the **Purchaser** shall have the right to authorize the inspection of cleaning detergents / materials, and or serviced areas, inspections shall be promptly communicated in writing to the **Supplier**. Should any defects or remedial work be required in terms of this Contract, the **Supplier** shall expeditiously undertake it within a mutually agreed time period the corrective work. When the **Supplier**'s work has been completed satisfactorily, the **Purchaser** or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the **Purchaser** or its inspector may be conducted.
Transnet Group Capital
Contract number: P.3737363.07S
Description of the Works: Supply, Deliver and Install new furniture for Transnet Offices at Waterfall Business Estate

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

7.7.2.2. Notwithstanding the Purchaser's rights in terms of this Contract, the Supplier shall refund the Purchaser its costs associated with the reapplication where the Supplier has not completed work satisfactorily as agreed.

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

8. List of Drawings

8.1. Basement Floor Layout Plan
8.2. Upper Ground Floor Layout Plan