NEC3 Engineering Construction Contract (ECC)

entered into by and between

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

and

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

Description of the Works: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>3737363.10C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date</td>
<td>10 August 2018</td>
</tr>
<tr>
<td>Clarification Meeting</td>
<td>Wednesday the 15th August 2018 @ 13:00 PM</td>
</tr>
<tr>
<td>Closing Date</td>
<td>22nd August 2018</td>
</tr>
<tr>
<td>Closing Time</td>
<td>12h00 PM</td>
</tr>
<tr>
<td>Bid Validity Period</td>
<td>90 Business Working Days from Closing Date</td>
</tr>
</tbody>
</table>
TRANSEN GROUP CAPITAL
Enquiry Number: 3737363.10C
Description of the Works: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

CONTRACT DOCUMENTS

Form of Offer & Acceptance
Contract Data
   Part One – Data provided by the Employer
   Part Two – Data provided by the Contractor
Conditions of Contract (3rd Edition – available separately)
Pricing Data
Scope of Work
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 Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID FEE AND BANKING DETAILS</td>
<td>Not applicable</td>
</tr>
<tr>
<td>INSPECT / COLLECT DOCUMENTS FROM</td>
<td>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</td>
</tr>
<tr>
<td>As well as on TGC website</td>
<td></td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>Compulsory clarification meeting with representatives of the Employer will take place at 9 Country Estate Drive, Waterfall Business Estate, Jukskei View on Wednesday the 15th August 2018 @ 13:00 pm.</td>
</tr>
<tr>
<td>CLOSING DATE</td>
<td>12:00pm on Wednesday the 22nd August 2018</td>
</tr>
<tr>
<td></td>
<td>Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</td>
</tr>
<tr>
<td>VALIDITY PERIOD</td>
<td>90 business working days from Closing Date</td>
</tr>
<tr>
<td></td>
<td>Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.</td>
</tr>
</tbody>
</table>

2. FORMAL BRIEFING

A compulsory pre-proposal Tender briefing will be conducted at 9 Country Estate Drive, Waterfall Business Estate, Jukskei View on Wednesday the 15th August 2018, at 13:00 pm [10 O'clock] for a period of ± 4 (four) hours. [Tenderers to provide own transportation, accommodation and full personal protective equipment (PPE)]. The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

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

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

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

The Secretariat, Transnet Group Capital Acquisition Council
RFP No: 3737363.10C
Description: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

Closing date and time: Wednesday the 22nd August 2018 12:00
Closing address: [Refer to options in paragraph 4 below]

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

4. DELIVERY INSTRUCTIONS FOR TENDER

4.1. Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at The Entrance Foyer 26th Floor, Carlton Centre Office Towers, 150 Commissioner Street, Johannesburg, 2001 and must be addressed as follows:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
26th FLOOR
CARLTON CENTRE
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 3 above.

4.2. Dispatch by courier

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

THE SECRETARIAT
25TH 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. SUPPLIER DEVELOPMENT INITIATIVES

Not applicable

6. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information must be obtained from Transnet.

7. COMPLIANCE

The successful Respondent [hereinafter referred to as the Supplier] shall be in full and complete compliance with any and all applicable laws and regulations.

8. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

8.1 Modify the tender services and request Tenderers to re-tender on any changes;
8.2 Reject any tender which does not conform to instructions and specifications which are detailed herein;
8.3 Disqualify tender/s submitted after the stated submission deadline [closing date];
8.4 Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer;
8.5 Not necessarily accept the lowest priced tender or an alternative Tender;
8.6 Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
8.7 Reject all Proposals, if it so decides;
8.8 Withdraw the tender on good cause shown;
8.9 Award business in connection with this tender at any time after the tender closing date;
8.10 Award business for only a portion of the proposed services which are reflected in the scope of this tender.
8.11. Split the award of business between more than one service providers should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet's discretion;

8.12. Make no award of a contract;

8.13. Validate any information submitted by Tenderers in response to this bid. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a bid, Tenderers hereby irrevocably grant the necessary consent to Transnet to do so;

8.14. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to cancel the contract;

8.15. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

8.16. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;

8.17. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

8.18. Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Tenderers or any number of short-listed Tenderers, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer;

8.19. Transnet reserves the right not be held liable if Bidders do not respond with their contact details by the date stipulated in "Issue date and collection date deadline" above, and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

8.20. In addition, Transnet reserves the right to exclude any Tenderers from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the competition Act 89 of 1998. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-43], [breach of law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

8.21. Transnet reserves the right to award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Bidder/s

8.22. Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may
therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

9. LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

10. SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

11. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number........................................... and Unique Reference Number...........................................

12. TAX COMPLIANCE

13.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Tenderers are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _______________
Tax Clearance Certificate & TCC Number: __________ and PIN: ______________.

13.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate/tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on
their tax obligation categorization. The affidavit must confirm an answer of “No” to all questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

a) Is the entity a tax resident of the Republic of South Africa (RSA)?

b) Does the entity have a branch/locally registered entity in the RSA?

c) Does the entity have a permanent establishment in the RSA?

d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?

e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent’s answers to any one (or more) of the questions above changes to a “Yes” at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

13. PROTECTION OF PERSONAL INFORMATION

13.1. In responding to this bid, Transnet acknowledges that it may obtain and have access to Personal information of the Tenderers.

13.2. Transnet agrees that it shall only process the information disclosed by Tenderers in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

13.3. Furthermore, Transnet will not otherwise modify, amend or alter any Personal information submitted by Tenderers or disclose or permit the disclosure of any Personal information to any Third Party without the prior written consent from the Tenderers.

13.4. Similarly, Transnet requires Tenderers to process any personal information disclosed by Transnet in the bidding process in the same manner.

13.5. The detailed mutual duties of Transnet and the Tenderers to protect personal information.
Kindly note that Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

AND INTENTION TO TENDER

(To be returned within 5 days after receipt)

FAX TO: Transnet Capital Projects Project No.: 3737363
Attention: Nnemo Pyana Tender No.: 3737363.10C
Email: nnemo.pyana@transnet.net Closing Date 21 August 2018

For: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

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

Check
   Yes □
   Yes □

REASON FOR NOT TENDERING:


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


SIGNATURE: __________________________

TITLE: __________________________

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

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The <em>Employer</em> is <strong>Transnet SOC Ltd</strong> <em>(Reg No. 1990/000900/30)</em></td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the <em>Employer</em> comprise:</td>
</tr>
<tr>
<td></td>
<td><strong>Part T: The Tender</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part T1: Tendering procedures</strong></td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td><strong>Part T2: Returnable documents</strong></td>
</tr>
<tr>
<td></td>
<td>T2.1 List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 Returnable schedules</td>
</tr>
</tbody>
</table>
Part C: The contract

**Part C1: Agreements and contract data**
- C1.1 Form of offer and acceptance
- C1.2 Contract data (Part 1 & 2)

**Part C2: Pricing data**
- C2.1 Pricing instructions
- C2.2 Activity Schedule

**Part C3: Scope of work**
- C3 Works 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) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below
   b) The Tender materially comply with the scope/specifications of the Tender.
   c) The Tender meets the threshold set for Quality/functionality criteria.
   d) The Tender contains a priced offer.

2. **Functionality/Quality Criteria**

Only those tenderers who attain the minimum number of evaluation of 60 points for Quality (functionality) will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration.
**CRITERIA**

<table>
<thead>
<tr>
<th><strong>T2.2-2 Programme</strong></th>
<th><strong>Weighting</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Programmes submitted by the tenderers will be awarded points as distributed for the following aspect:</td>
<td></td>
</tr>
<tr>
<td>• Ability to execute the contract in terms of the Employer’s requirements within the required timeframe indicating the order and timing of the activities.</td>
<td>10</td>
</tr>
<tr>
<td>• Key Dates, Planned Delivery &amp; Installation Dates</td>
<td></td>
</tr>
<tr>
<td>• Programme and Work Breakdown Structure (WBS) complete and corresponds to method statement</td>
<td>10</td>
</tr>
<tr>
<td>• Contract period as per contract data. Estimated Duration = 1 month</td>
<td>5</td>
</tr>
<tr>
<td>• Software programme used (Primavera, MS Project or similar)</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>T2.2-22 Health and Safety Plan</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Valid letter of good standing with insurance body.</td>
<td>2</td>
</tr>
<tr>
<td>• Contractor Safety Questionnaire</td>
<td></td>
</tr>
<tr>
<td>• Signed statement acknowledging receiving and budget provision for SHE pack requirements.</td>
<td>2</td>
</tr>
<tr>
<td>• Safety Management Plan</td>
<td></td>
</tr>
<tr>
<td>• CV’s, Roles &amp; responsibilities and competency of legal appointments</td>
<td>4</td>
</tr>
<tr>
<td>- Sec 16.2</td>
<td>3</td>
</tr>
<tr>
<td>- Supervisor/s</td>
<td></td>
</tr>
<tr>
<td>- First Aider</td>
<td></td>
</tr>
<tr>
<td>- Safety Officer</td>
<td></td>
</tr>
<tr>
<td>• Safety, Health &amp; Environmental Policies</td>
<td>1</td>
</tr>
<tr>
<td>• Construction Safety File (Index) and Construction Safety Work Method Statement</td>
<td></td>
</tr>
<tr>
<td>• Fall Protection Plan</td>
<td>2</td>
</tr>
<tr>
<td>• Risk Assessment</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>T2.2-25 Previous Experience</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Evidence of previous Projects completed with project values with contactable references</td>
<td></td>
</tr>
<tr>
<td>• At least 3 projects where similar works were undertaken</td>
<td>15</td>
</tr>
<tr>
<td>• Photos of the completed projects must attached as proof</td>
<td></td>
</tr>
</tbody>
</table>

**Company Profile**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Firms shall have at least 3 years + in business industry</td>
<td>10</td>
</tr>
</tbody>
</table>

**Industry**

---

September 2016  
Page 3 of 7  
Part 1: Tendering Procedures  
T1.2: Tender Data
Firms shall have extensive experience in similar works

<table>
<thead>
<tr>
<th>T2.2-20 Quality</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>- Company must provide their Quality Management Policy</td>
<td>5</td>
</tr>
<tr>
<td>- Project Specific Quality Management Plan</td>
<td>15</td>
</tr>
<tr>
<td><strong>Maximum possible score for quality</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Please note that Tenderers are to make arrangements to attend the clarification meeting/s at their own cost and cannot claim associated costs from Transnet.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register. Tenderers are also required to bring their RFP document to the briefing session and have their returnable document T2.2-15 – Certificate of attendance at tender clarification meeting signed off by the Employer’s authorised representative.

F2.2.12 No alternative tender offers will be considered

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

- **Location of tender box**: In the lift foyer of the 26th Floor, Carlton Centre Office Block (TRANSNET GROUP CAPITAL)
- **Physical address**: 150 Commissioner Street, Johannesburg.
- **Identification details**: The tender documents must be submitted in sealed envelopes labelled with:
  - Name of Tenderer:
  - Contact person and details:
  - The Tender Number: 3737363.10C
  - The Tender Description: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

Documents must be marked for the attention of: National Acquisition Council Secretary.

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 above.
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 12 working weeks after the closing date.

F2.18 Provide, on request by the Employer, any other material information that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for of submission stated in the Employer’s request, the Employer may regard the tender offer as non-responsive.

F.2.20 If requested, submit for the Employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data. (The format is included in Part T2.2 of this procurement document).

F.2.22 Return all retained tender documents within 28 days after the expiry of the validity period.

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

1. A **valid** Tax Clearance Certificate issued by the South African Revenue Services. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderer’s compliance status;
2. A valid certified SANAS accreditation certificate, and
3. A valid letter of good standing with the Workmen’s Compensation Fund

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

F.3.4 The time and location for opening of the tender offers are:
Time and Date: **Wednesday the 22nd August 2018 at 12:00**
Location: 26th Floor, Carlton Centre Office Towers, 150 Commissioner Street, JHB, South Africa

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2 Functionality, Price and Preference

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

\[
W_i = 80 \text{ where the financial value inclusive of VAT of one or more responsive tenders received have a value below of R 50m}
\]

Up to 100 minus \( W_i \) tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claim.

- 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.

**Note:** In the event that, in the application of the 80/20 preference point system as stipulated, all tenders received are equal to, or above R50m, the tender invitation must be cancelled.

---

**F.3.13 Tender offers will only be accepted if:**

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

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

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

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

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

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

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

h) Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at [https://secure.csd.gov.za](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 Registration reference number (see Notice and Invitation to Tender);

i) the tenderer fully and properly completes T2.2-34 Supplier Declaration Form
The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

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

<table>
<thead>
<tr>
<th>Held at:</th>
<th>9 Country Estate Drive, Waterfall Business Estate, Jukskei View</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>Starting time: 13:00 pm</td>
</tr>
</tbody>
</table>

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the Employer's Representative to request clarification of the tender documents until no later then five working days before the tender closing time stated in the Tender Data.
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>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Signature</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Capacity</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>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Procurement Officer</td>
<td>Date &amp; time</td>
</tr>
</tbody>
</table>
T2.2-2: Programme

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

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

- Ability to execute the contract in terms of the Employer’s requirements within the required timeframe indicating the order and timing of the activities.
- Key Dates, Planned Delivery & Installation Dates
  Estimated Duration = 1 month (22 Working Days)

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 <strong>required</strong> 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></td>
<td>- Software programme used not Primavera/ Ms Projects or similar.</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>- Software programme used (Primavera, MS Project or similar)</td>
</tr>
<tr>
<td></td>
<td>- Starting Date, Key Dates, Planned Completion Date &amp; Completion Date shown</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>- Detailed schedule with no open loops</td>
</tr>
<tr>
<td></td>
<td>- Contract period as per contract data</td>
</tr>
<tr>
<td></td>
<td>- Software programme used (Primavera, MS Project or Similar)</td>
</tr>
<tr>
<td></td>
<td>- Starting Date, Key Dates, and Planned Completion Date &amp; Completion Date clearly stated.</td>
</tr>
</tbody>
</table>
Programme and Work Breakdown Structure (WBS) very well understood and presented, complete and corresponds to method statement.
Detailed schedule with no open loops.
Contract period as per contract data.
Software programme used (Primavera, MS Project or Similar)
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.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>
T2.2-20: 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 Works Information.

The scoring will be as follows:

- Company must provide their Quality Management Policy
- Project Specific Quality Management Plan

Attached submissions to this schedule:

______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________

Signed __________________ Date __________________

Name __________________ Position __________________

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

Submit the following documents as a minimum with your tender:

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

Risk Assessment
Description of the Works: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

Attached submissions to this schedule:

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Health and Safety submitted by the Tenderer:
The scoring of the Tenderer’s Health and safety requirements will be as follows:

<table>
<thead>
<tr>
<th>Points</th>
<th>Score 0</th>
<th>Score 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Tenderer has submitted no information or inadequate information to determine a score.</td>
<td>SHE system for project, 1 of the 5 key policy components are recognized and meet the Employer’s requirement and Valid letter of good standing with insurance body.</td>
<td>Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TCP</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Key responsible persons are not included on training matrix as per proposed organogram structure and SHE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Information supplied is totally insignificant/inequate to achieve the required standard of service.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Information supplied is totally insignificant/inadequate to achieve the required standard of service.</td>
</tr>
</tbody>
</table>

September 2016

Page 3 of 6

Part T2: Returnable Schedules
T2.2-22: Health and Safety Plan
<table>
<thead>
<tr>
<th>Score 40</th>
<th>SHE system for project, 2 of the 5 key policy components are recognized and meet the <strong>Employer</strong>'s requirement and Valid letter of good standing with insurance body.</th>
<th>Health and safety specification.</th>
<th>Bill of Quantity not submitted.</th>
<th>Standard of service.</th>
<th>Poor response/answer/solution lacks convincing evidence, medium risk that stated <strong>Employer</strong>'s requirements will not be met.</th>
<th>Poor response/answer/solution lacks convincing evidence, medium risk that stated <strong>Employer</strong>'s requirements will not be met.</th>
<th>Poor response/answer/solution lacks convincing evidence, medium risk that stated <strong>Employer</strong>'s requirements will not be met.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 60</td>
<td>SHE system for project, 3 of the 5 key policy components are recognized and meet the <strong>Employer</strong>'s requirements and Valid letter of good standing with insurance body.</td>
<td>Satisfactory response on roles and responsibilities as per <strong>Employer</strong>'s requirements.</td>
<td>Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TCP Health and safety specification.</td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <strong>Employer</strong>'s requirements will be met.</td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <strong>Employer</strong>'s requirements will be met.</td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <strong>Employer</strong>'s requirements will be met.</td>
<td></td>
</tr>
<tr>
<td>Score</td>
<td>Description</td>
<td>Specification and SHE Bill of Quantity is satisfactory.</td>
<td>be met.</td>
<td>be met.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>---------------------------------------------------------</td>
<td>---------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80</td>
<td>SHE system for project, 4 of the five key policy components are recognized and meets the Employer's requirements and Valid letter of good standing with insurance body.</td>
<td>Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TCP health and safety specification.</td>
<td>Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TCP health and safety specification and SHE Bill of Quantity is Good.</td>
<td>Good response/answe r/solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements.</td>
<td>Good response/answer/ solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

September 2016

Page 5 of 6

Part T2: Returnable Schedules
T2.2-22: Health and Safety Plan
## Transnet Group Capital

**Enquiry Number:** 3737363.10C  
**Description of the Works:** Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

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

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

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

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

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

Tenderer

---

September 2016

Page 6 of 6  
Part T2: Returnable Schedules  
T2.2-22: Health and Safety Plan
Health and Safety Plan

Tender schedule: T2.2-12

Notes to tenderers:


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

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

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

The tenderer should attach the following:

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

Signed_________________________ Date_________________________

Name __________________________________________________________________________
Position __________________________________________________________________________

Tenderer __________________________________________________________________________
The tenderer should attach the following:

1. Details of their safety records. For the past three years detailing for each year:
   - number of contracts completed
   - Number of Lost Time Incidents
   - LTI frequency rate
   - number of fatalities
     o fatality frequency rate
     o star rating with NOSA or IMSR or similar system
2. The following company information:
   - Copy of the SHE Policy
   - Proof of SHE training or management and supervision.
   - Company SHE Manual,
   - Safety Performance Records/Statistics,
   - FEM/WCA Letter of Good Standing.
   - Name, Roles and Responsibilities – Safety Officer,
   - Overview of own SHE programme,
   - Overview of own risk assessment process and examples of RA's.
   - Six-month synopsis of incidents
   - Overview of selection process of sub-contractors.

Signed

Name

Tenderer

Date

Position

Health, Safety Questionnaire
1. SAFE WORK PERFORMANCE

1A. Injury Experience / Historical Performance
Use the previous three years injury and illness records to complete the following:

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

1 - Medical Treatment Case Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
2 - Restricted Work Day Case Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties
3 - Lost Time Injury Cases Any occupational injury that prevents the worker from performing any work for at least one day
4 - Total Recordable Frequency Total number of Medical Treatment, Restricted Work and Lost Time injury cases multiplied by 200,000 then divided by total manhours
5 - Lost Time Injury Frequency Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours

1B. Workers’ Compensation Experience
Use the previous three years injury and illness records to complete the following (if applicable):

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Industry Rate</th>
<th>Contractor Rate</th>
<th>% Discount or Surcharge</th>
<th>Is your Workers’ Compensation account in good standing?</th>
</tr>
</thead>
</table>

(Please provide letter of confirmation)

2. Citations

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

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

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

4. Safety Program

- Do you have a written safety program manual?  ☐ Yes  ☐ No
  If Yes, provide a copy for review
- Do you have a pocket safety booklet for field distribution?  ☐ Yes  ☐ No
  If Yes, provide a copy for review

Does your safety program contain the following elements:

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

5. Training Program

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

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer Responsibilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Responsibilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due Diligence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety Leadership</td>
<td></td>
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<tr>
<td>Work Refusals</td>
<td></td>
<td></td>
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<tr>
<td>Inspection Processes</td>
<td></td>
<td></td>
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<tr>
<td>Emergency Procedures</td>
<td></td>
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<tr>
<td>Incident Investigation</td>
<td></td>
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</tr>
<tr>
<td>Safe Work Procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety Meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Safety Activities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you conduct safety inspections?</td>
<td>Y No Weekly Monthly Quarterly</td>
<td></td>
</tr>
</tbody>
</table>

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

Who follows up on inspection action items?

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Daily</th>
<th>Weekly</th>
<th>Biweekly</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Weekly</th>
<th>Biweekly</th>
<th>Monthly</th>
</tr>
</thead>
</table>

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

Is the process documented? □ Yes □ No

Who leads the discussion?

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

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

- Yes
- No

How does your company measure its H&S success?

- Attach separate sheet to explain

## 7. Safety Stewardship

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

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

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

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

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

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

### 7D Does your company track non-injury incidents?

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

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

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

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

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

Other responsibilities:

**9 References**

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

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

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

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

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Transnet
(Hereinafter referred to as the Employer)

AND

_________________________
CONTRACTOR
(Hereinafter referred to as The Contractor)

Compensation Fund Number:

_________________________

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

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

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

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

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

3. You are required to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

You are required to provide the client proof of registration with the Compensation Commissioner/Federated Employer’s Mutual within seven (7) days after signing this agreement. Failure to do so would result in the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the contractor) See Section 89(1) of the COID Act.

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

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

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

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

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

AUTHORISED SIGNATORY FOR THE COMPANY

Signature............................................................................ Designation........................................................................ Date........................................................................

ACCEPTANCE SIGNATORY FOR THE CONTRACTOR

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

........................................................................................................ Designation........................................................................ Date........................................................................
T2.2-25: Previous Experience

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

Evidence of previous Projects completed with project values with contactable references
  • At least 3 projects where similar works were undertaken
  • Photos of the completed projects must attached as proof

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>
</table>
| Score 20 | Tenderer has successfully completed at least 1 similar Project.  
1 written reference in a letter head has been provided. |
| Score 40 | Tenderer has successfully completed at least 2 similar Projects.  
2 written references in a letter head have been provided. |
| Score 60 | Tenderer has successfully completed at least 3 similar Projects.  
3 written references in a letter head have been provided. |
| Score 80 | Tenderer has successfully completed at least 4 similar Projects.  
4 written references in a letter head have been provided.  
Relevance of experience (comparable/similar projects) related to Electrical design  
(In general) and maintenance. |
| Score 100 | Tenderer has successfully completed at least 5 similar Projects.  
5 written references in a letter head have been provided.  
Relevance of experience (comparable/similar projects) related to AC to DC  
Substation design and maintenance  
*References to substantiate experience indicated showing:*  
- Customer name and contact details  
- Project description,  
- Duration and  
- Contract value.  
Organisation’s overall experience in the engineering design (in general). |

Signed

Date

Name

Position

Tenderer
T2.1 List of Returnable Schedules

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

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

2. These schedules will be utilised for evaluation purposes – Stage Two:

T2.2-2  *Evaluation Schedule:* Programme

T2.2-20  *Evaluation Schedule:* Quality Plan

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

T2.2-25  *Evaluation Schedule:* Previous Experience

3. General Returnable Schedules

T2.2-3  Risk Elements

T2.2-8  Schedule of proposed Sub-suppliers

T2.2-9  Insurance provided by the Supplier

T2.2-14  Authority to submit tender

T2.2-16  Record of addenda to tender documents

T2.2-17  Compulsory Enterprise Questionnaire

T2.2-27  BBBEE and Socio-Economic Obligations

T2.2-31  Integrity Pact

T2.2-33  Non-Disclosure Agreement

T2.2-34  Supplier Declaration Form

T2.2-36  Tender Declaration Form

T2.2-38  Declaration of Understanding (Environmental and Health and Safety)

T2 2-39  Supplier Development Declaration

T2 2-40  Transnet Supplier Development

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 Contractor**

6. **C2.2: Activity Schedule**

7. **C3.1 Works Information**
T2.2-3: Risk Elements

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

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

Signed

Date

Name

Position

Tenderer
T2.2-3: Risk Elements

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

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

Signed

Date

Name

Position

Tenderer

September 2016
**T2.2-8: Schedule of Proposed Subcontractors**

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

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

Signed

Date

Name

Position

Tenderer

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

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

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

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

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

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

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

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

A. Certificate for Company

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

Signed                                      Date

Name                                      Position  Chairman of the Board of Directors

September 2016
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>
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</tbody>
</table>

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

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

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

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

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

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

Signed ____________________________ Date ____________________________

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

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

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

---

September 2016
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>
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<td></td>
</tr>
</tbody>
</table>

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

Section 5: Particulars of companies and close corporations

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
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*Insert separate page if necessary
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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

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

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

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

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

Signed

Date

Name

Position

Enterprise name
T2.2-17: 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>
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</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>
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*insert separate page if necessary*
Section 7: Record of spouses, children and parents in the service of the state

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

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

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

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

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

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

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

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

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

Signed

Name

Position

Enterprise name

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

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

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

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

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

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

5.1 B-BBEE Joint Ventures or Consortiums

Tenderers who would wish to respond to this tender as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their tender submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this tender process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.
Tenders are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

5.2 Subcontracting

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

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

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

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

5.3 B-BBEE Improvement Plan

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

In the event that tenderers qualify to be placed on the list of approved EPCM service providers and are awarded a contract by Transnet, they will be requested to indicate the extent to which they

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

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

5.4 Supplier Development Initiatives

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

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

Transnet reserves the right to use Supplier Development as an objective criterion to justify the award of business to a bidder other than the highest scoring bidder. All Respondents are therefore advised that Transnet may decide at its sole discretion to use SD as an objective criteria on the following basis:

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

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Bidder / Supplier / Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")
TRANSNET GROUP CAPITAL

Enquiry Number: 3737363.10C
Description of the Works: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

PREAMBLE

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

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

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

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

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

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

   b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

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

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

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.
3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

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

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

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

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

b) many low retail value gifts do not exceed 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 Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 INDEPENDENT BIDDING

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

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

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

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

4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

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

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

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

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

f) bidding with the intention of not winning the Bid.

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

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

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

5 DISQUALIFICATION FROM BIDDING PROCESS

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

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

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

6 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

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

6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity’s details will be placed on National Treasury’s Database of Restricted Suppliers for the specified period of exclusion.

6.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a “prima facie” (i.e. on the face of it) case has been established.

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

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

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

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

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

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

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

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

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.

6.7 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's Register of Tender Defaulters.

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

7 PREVIOUS TRANSGRESSIONS

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

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

8 SANCTIONS FOR VIOLATIONS

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

a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;

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

c) Recover all sums already paid by Transnet;

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

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

f) Exclude the Bidder / Supplier from entering into any bid with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
   a) Private gain or advancement; or
   b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
   a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
   b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

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

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

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

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

and

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

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

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

1. Purpose

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

2. Definition

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

3. Exclusions

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Non-Solicitation

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

September 2016

Page 2 of 4
7. Mandatory Disclosure

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

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10. No Representations

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

11. Term

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

12. Miscellaneous

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

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

14. Disputes

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

15. Remedies

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

Signed

Date

Name

Position

Tenderer
T2.2-34: Supplier Declaration Form

Transnet Supplier Declaration / Application

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

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

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

**Failure to submit the above documentation will delay the vendor creation process.**
Where applicable, the respective Transnet Operating Division processing your application may request further information from you.

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

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

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

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

**Did your company previously operate under another name?**  
Yes | No

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

(a) Trading Name  
(b) Registered Name  
(c) Company Registration No Or ID No If a Sole Proprietor

<table>
<thead>
<tr>
<th>Form of entity</th>
<th>CC</th>
<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
</tr>
</thead>
</table>

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

(a) VAT Registration Number

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

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

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

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

Company Contact Person Name
Designation
Telephone
Email

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

**Is your company a Labour Broker?**  
Yes | No

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

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

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

<table>
<thead>
<tr>
<th>Does your company have a valid BBBEE certificate?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is your broad based BEE status (Level 1 to 9 / Unknown)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Majority Race of Ownership</td>
<td>% Black Ownership</td>
<td>% Black women ownership</td>
</tr>
<tr>
<td>Transnet B-BBEE Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact number</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**Stamp And Signature Of Commissioner Of Oath**

| Name | Date | Signature | Telephone No |
|------|------|-----------|--------------|--------------|

---

**Document Name:** Vendor Master_Trade Vendor Management Procedure

**Classification:**

**Date:** 21 July 2014

**REF:**

**Revision:** Version 4.1

**Page:** 3 of 5
Internal Transnet Departmental Questionnaire (For Office Use Only)

Company Trading Name

Company Registered Name

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

Please indicate whether the Supplier has a contract with sourcing Transnet OD

Yes | No

If yes, please submit a copy of the adjudication document / Signed-off comparative schedule

PLEASE NOTE THAT PARAGRAPHS (A) TO (C) TO BE COMPLETED BY THE TRANSNET REQUESTING/SOURCING DEPARTMENT – THE FULL SET OF VENDOR RELATED DOCUMENTS MUST THEN BE FORWARDED TO THE APPROPRIATE VENDOR APPROVAL OFFICIAL FOR APPROVAL

(a) What is being procured from the supplier?

| i. Products Only | Yes | No |
| ii. Services Only | Yes | No |
| iii. Labour Only | Yes | No |
| iv. Mix of Products and Services | Yes | No |
| v. Mix of Services and Labour | Yes | No |

(b) If your answer is YES to any one of the questions in paragraph (a) ii to v above and the applicant supplier has not submitted a sworn affidavit as per Appendix II, the matter should be further investigated in terms of the TAX Withholding Procedures. Where necessary you may approach your Operating Division’s Procurement Department for guidance in this regard. Details of the appropriate Transnet Decision Making Body such as a Cross Functional Sourcing Team, should be indicated below – a copy of the signed-off Document by the mentioned Decision Making Body, and should also be attached.

<table>
<thead>
<tr>
<th>Type</th>
<th>Deduct Tax</th>
<th>If Tax should be deducted (Indicate % to be deducted)</th>
<th>Department Responsible for Payment (PROCUREMENT OR *PAYROLL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Provider</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labour broker without IRP30 exemption certificate</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labour broker with IRP30 exemption certificate</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Service Provider</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent Contractor</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

None of the above apply, state reason

If PAYE to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared in rendering services to Transnet on the PAYE conditions. (Please attached a copy of the written communication)

If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.

Document Name: Vendor Master_Trade Vendor Management Procedure
Classification:
Date: 21 July 2014

REF:
Revision: Version 4.1
Page 4 of 5
CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/VENDOR DETAILS UPDATE BY TRANSNET OFFICIAL WITH APPROPRIATE DELEGATED AUTHORITY.

I hereby certify that the Transnet Procurement Procedure Manual (PPM) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed Vendor CREATION/VENDOR DETAILS UPDATE

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

**A. Internal Document Checklist**

<table>
<thead>
<tr>
<th>Document List</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Complete Supplier Declaration Form (SDF)</td>
<td></td>
</tr>
<tr>
<td>2) Verification of banking details: Original cancelled cheque or Letter from the bank (with bank stamp)</td>
<td></td>
</tr>
<tr>
<td>3) Certified copy of identity document of Shareholders / Directors / Members / Youth / Disabled persons owned</td>
<td></td>
</tr>
<tr>
<td>4) A certified letter signed by a physician confirming the disability.</td>
<td></td>
</tr>
<tr>
<td>5) Certified copies of the relevant company registration documents / IT Trust Certificate / Partnership Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)</td>
<td></td>
</tr>
<tr>
<td>6) Certified copy of share certificates of Shareholders</td>
<td></td>
</tr>
<tr>
<td>7) A letter with the company's letterhead confirming physical and postal addresses</td>
<td></td>
</tr>
<tr>
<td>8) Original or certified copy of a valid SARS Tax Clearance certificate or Original or certified copy of a valid IRP 30 exemption certificate or Sworn affidavit (Appendix I)</td>
<td></td>
</tr>
<tr>
<td>9) Confirmation of most recent annual turnover</td>
<td></td>
</tr>
<tr>
<td>10) Original or certified copy of a letter from the Auditor / Accountant; AND / OR B-BBEE certificate and detailed scorecard from Accredited rating agency (SANAS)</td>
<td></td>
</tr>
<tr>
<td>11) A copy of a recent months EMP 201 form</td>
<td></td>
</tr>
<tr>
<td>12) Declaration that at least 3 employees are on a full time basis (Appendix II)</td>
<td></td>
</tr>
<tr>
<td>13) Declaration in terms of 80% of income</td>
<td></td>
</tr>
</tbody>
</table>
T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: _____________________________________________

We ____________________________________________ do hereby certify that:

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

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

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER: _____________________________________________
ADDRESS: _____________________________________________

Indicate nature of relationship with Transnet: _____________________________________________

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

September 2016
6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Tenderers" overleaf).

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

SIGNED at ______________________ on this _____ day of _______________ 20__

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

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

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Signature:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
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<table>
<thead>
<tr>
<th>Place:</th>
<th></th>
</tr>
</thead>
</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 Construction Environmental Management Plan (ENV-STD-001 Rev02) refer to Annexure C – Environmental, and associated documents for the above mentioned Project and Contract.

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

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

Witness 1:

Signature

Date

Witness 2:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
T2.2-39: SUPPLIER DEVELOPMENT: RETURNABLE SCHEDULE

I/We ________________ hereby agree to commit that not less than **15%** 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
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
T2.2-40: 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.
Description of the Works: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices 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.
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

[Signature]

Date

[Date]

Name

[Name]

Designation

[Designation]

Tenderer

[Signature]
Annexure A

GUIDELINES FOR COMPLETION OF A SUPPLIER DEVELOPMENT PLAN

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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
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Note
For the purposes of this document, any reference to a/the "Service Provider" shall be construed to mean a reference to a Respondent (in terms of this RFT) and/or to a successful Respondent (to whom the business is to be awarded), as so indicated by the context hereinafter.
WHAT IS SUPPLIER DEVELOPMENT?
The Supplier Development (SD) Programme is an initiative of the Department of Public Enterprises (DPE) supported by Transnet. The aim of SD is to increase the competitiveness, capacity and capability of the South African supply base where there are comparative advantages and potential competitive advantages of local or regional supply. This can be achieved through skills transfer, increasing the local content of items procured, as well as building new capability in the local supplier base. In addition, SD has its roots grounded firmly around the transformation of South Africa and the empowerment of previously disadvantaged individuals and enterprises.

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

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

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

The combined objectives of Transnet and Government can be realised through:
- Aggressively implementing capital investment plans which will result in competitive local industries;
- Improving operational efficiency;
- Using procurement to influence the development of the local supplier industry; and
- Ensuring it creates sufficient opportunities for the participation of previously disadvantaged groups in the economy.

This will lead to Transnet achieving its long-term objective of increasing both shareholder and societal value using its procurement expenditure to ensure local development through sustainable localisation of its supply chain, and the inclusion of the previously disadvantaged individuals in the economy in a manner that is beneficial to Transnet, South African industry, and the population of South Africa. As a result this State Owned Company (SOC) is able to fulfil its responsibility as the biggest player in the South African freight logistics chain whilst complementing the objectives of Government.
TRANSNET GROUP CAPITAL
Enquiry Number: 3737363.075
Description of the Goods: Supply, Deliver and Install Furniture for Transnet at Waterfall Business Estate

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](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.
TRANSEN GROUP CAPITAL
Enquiry Number: 3737363.07S
Description of the Goods: Supply, Deliver and Install Furniture for Transnet at Waterfall Business Estate

**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 -

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

Key Outcomes -

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

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</td>
<td>Number of South African suppliers that are to be</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>
<tbody>
<tr>
<td>Technology transfer including:</td>
<td></td>
</tr>
<tr>
<td>➢ Methods of manufacturing</td>
<td>➢ Introduction of a new/improved method of manufacturing</td>
</tr>
<tr>
<td>➢ Introduction of new technologies</td>
<td>➢ Provision of new technologies:</td>
</tr>
<tr>
<td>➢ IP transfer (number and value)</td>
<td>o For processes</td>
</tr>
<tr>
<td></td>
<td>o ICT</td>
</tr>
<tr>
<td>Number of local suppliers to be evaluated for</td>
<td>➢ The provision of patents, trademarks and copyrights</td>
</tr>
<tr>
<td>integration into the OEM supply chain</td>
<td></td>
</tr>
</tbody>
</table>

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

**Job creation**

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of jobs created including:</td>
<td>Number of jobs to be created during the period of the contract</td>
</tr>
<tr>
<td>➢ New skilled jobs created</td>
<td>➢ Jobs for people who have undergone training in and/or outside the work environment and are in possession of a minimum level of secondary qualification</td>
</tr>
<tr>
<td>➢ New unskilled jobs created</td>
<td>➢ Jobs for people who have not undergone any formal training or from whom no minimum level of education is required</td>
</tr>
<tr>
<td>➢ Number of jobs created for youth</td>
<td>➢ Jobs created for individuals aged 16 – 30 years</td>
</tr>
</tbody>
</table>
Small Business Promotion
These criteria give an indication of the Service Provider’s commitment to developing small business in line with NGP and B-BBEE requirements.

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

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

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

**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**

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/%D1%81%D0%BFx">www.unido.org/спx</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 though 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 *(15%) 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 Contractor's SD Plan constituents 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>Description</th>
<th>Occupational Level</th>
<th>Job Title</th>
<th>Race</th>
<th>Gender</th>
<th>Youth (Yes/No)</th>
<th>Disabled (Yes/No)</th>
<th>Target Number</th>
<th>Target Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>The potential for job creation directly due to the award of this business, allows for assessment of your Company’s intentions in terms of the Government’s objective to increase labour absorption focusing on unskilled workers and the youth</td>
<td>Jobs within Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Jobs within the Project Area</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Specialist Jobs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

TOTAL VALUE OF JOB CREATION: R
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</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>((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 (\frac{(A + B + (C) + D + E)}{\text{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</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(\text{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
T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM
(SBD 6.1)

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50m (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50m (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>Price</td>
</tr>
<tr>
<td>20</td>
<td>B-BBEE Status Level of Contribution</td>
</tr>
<tr>
<td>100</td>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(n) "person" includes a juristic person;

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

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

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

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

(s) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(t) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in
order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20

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

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

Where

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

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

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

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

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

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

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

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

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

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

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

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

6. BID DECLARATION

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

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

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

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

September 2016 Page 4 of 6 Part T2: Returnable Schedule T2.2-50: BBBEE Preference Points Claim Form
8. SUB-CONTRACTING

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

(Tick applicable box)

YES [ ] NO [ ]

8.1.1 If yes, indicate:

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

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

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

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES [ ] NO [ ]

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

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

9.4 TYPE OF COMPANY/ FIRM

[ ] Partnership/Joint Venture / Consortium

[ ] One person business/sole propriety

[ ] Close corporation

[ ] Company

[ ] (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

9.6 COMPANY CLASSIFICATION

[ ] Manufacturer

[ ] Supplier

[ ] Professional service provider

[ ] Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:...............................
TRANSEN GROUP CAPITAL
Enquiry Number: 3737363.10C
Description of the Works: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES

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

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

SIGNATURE(S) OF BIDDERS(S)
DATE: ..............................................
ADDRESS ..............................................
T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

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

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

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

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

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

SIGNED at ___________________________ on this _____ day of _______________ 20__

______________________________
SIGNATURE OF WITNESS
C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

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

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

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

(in words)

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

Signature(s)

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organisation)

Name & signature of witness

Tenderer's CIDB registration number: N/A

Date
TRANSNET GROUP CAPITAL
Enquiry Number: 3737363.10C
Description of the Works: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1  Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2  Pricing Data
Part C3  Works Information

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer: Transnet SOC Ltd
150 Commissioner Street
Carlton Centre
Johannesburg

Name & signature of witness

Date

September 2016
**TRANSNET GROUP CAPITAL**  
Enquiry Number: 3737363.10C  
Description of the Works: Supply, Deliver and Install Transnet Corporate Signs and Logos at the New Offices at Waterfall Business Estate

### Schedule of Deviations

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

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

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

**For the Tenderer:**

Signature  
Name  
Capacity  
On behalf of  
(Insert name and address of organisation)

**For the Employer:**

Transnet SOC Ltd  
150 Commissioner Street  
Carlton Centre  
Johannesburg

Name & signature of witness  
Date

September 2016  
Page 3  
Part C1.1. Form of Offer & Acceptance
**C1.2 Contract Data**

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options</td>
<td>A: Priced contract with Activity Schedule W1: Dispute resolution procedure X2 Changes in the law X7: Delay damages X16: Retention X18: Limitation of liability Z: <em>Additional conditions of contract</em></td>
</tr>
</tbody>
</table>

of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)

<table>
<thead>
<tr>
<th>10.1</th>
<th>The Employer is:</th>
<th>Transnet SOC Ltd (Registration No. 1990/000900/30)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001</td>
</tr>
<tr>
<td></td>
<td>Having elected its Contractual Address for the purposes of this contract as:</td>
<td>Transnet Capital Projects Carlton Centre 150 Commissioner Street Johannesburg 2001 Postal Address: 2001 P O Box 1048 Johannesburg 2000</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td></td>
</tr>
<tr>
<td>10.1</td>
<td>The Project Manager is: (Name)</td>
<td>Phakamani Zikalala</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>011 308 1837</td>
</tr>
<tr>
<td>10.1</td>
<td>The Supervisor is: (Name)</td>
<td>Doctor Sigudu</td>
</tr>
</tbody>
</table>

1 Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

*September 2016*
11.2(13) The works are
Supply, Deliver and Install Transnet Corporate Signs and Logos at the New 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 boundaries of the site are
As per basement floor drawing

11.2(16) The Site Information is in
Part C4

11.2(19) The Works Information is in
Part C3

12.2 The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The language of this contract is
English

13.3 The period for reply is
2 weeks

2 The Contractor’s main responsibilities
No additional data is required for this section of the conditions of contract.

3 Time

11.2(3) The completion date for the whole of the works is
05 October 2018

30.1 The access dates are
Part of the Site
Waterfall Business Estate 13 September 2018

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

31.2 The starting date is.
06 September 2018

32.2 The Contractor submits revised programmes at intervals no longer than 2 (Two) weeks.

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

4 Testing and Defects

42.2 The defects date is
52 (fifty two) weeks after Completion of the whole of the works.

43.2 The defect correction period is
2 (Two) weeks.

5 Payment

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

51.1 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

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

the cumulative rainfall (mm)

the number of days with rainfall more than 10 mm

the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 08:00 hours South African Time

and these measurements: N/A

The place where weather is to be recorded (on the Site) is:
The Contractor's Site establishment area

Waterfall (Midrand)

The weather data are the records of past weather measurements for each calendar month which were recorded at:

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7 Title

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

8 Risks and insurance

80.1 These are additional Employer's risks
None

84.1 The Employer provides these insurances from the Insurance Table

1 Insurance against:

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

Cover / indemnity: to the extent as stated in the insurance policy for Contract Works / Public Liability

The deductibles are: as stated in the insurance policy for Contract Works / Public Liability

2 Insurance against:

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

Cover / indemnity: Is to the extent as stated in the insurance policy for Contract Works / Public Liability

The deductibles are: as stated in the insurance policy for Contract Works / Public Liability
84.1 3 Insurance against:

Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability

Cover / indemnity

Is to the extent as stated in the insurance policy for Contract Works / Public Liability

The deductibles are:

As stated in the insurance policy for Contract Works / Public Liability

4 Insurance against:

Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

Cover / indemnity

Cover / indemnity is to the extent provided by the SASRIA coupon

The deductibles are, in respect of each and every theft claim, 0.1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.

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

The Contractor provides these additional Insurances

The Contractor must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

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

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

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

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

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

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

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

10 Data for main Option clause

A Priced contract with Activity Schedule

11 Data for Option W1

W1.1 The Adjudicator is Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.

W1.2(3) The Adjudicator nominating body is: The Chairman of the Association of Arbitrators (Southern Africa)

If no Adjudicator nominating body is entered, it is: the Association of Arbitrators (Southern Africa)

W1.4(2) The tribunal is: Arbitration

W1.4(5) The arbitration procedure is contained in the latest Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is Johannesburg, South Africa
The person or organisation who will choose an arbitrator
- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

### 12 Data for secondary Option clauses

<table>
<thead>
<tr>
<th>X2</th>
<th>Changes in the law</th>
<th>No additional data is required for this Option</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>X7</th>
<th>Delay damages</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X7.1</td>
<td>Delay damages for Completion of the whole of the works are</td>
<td>R 4,000.00 per day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>X16</th>
<th>Retention</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X16.1</td>
<td>The retention free amount is</td>
<td>NIL</td>
</tr>
<tr>
<td></td>
<td>The retention percentage is</td>
<td>10% on all payments certified.</td>
</tr>
</tbody>
</table>

### 18 Limitation of liability

<table>
<thead>
<tr>
<th>X18.1</th>
<th>The Contractor's liability to the Employer for indirect or consequential loss is limited to:</th>
<th>The Total of the Prices</th>
</tr>
</thead>
<tbody>
<tr>
<td>X18.2</td>
<td>For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:</td>
<td>The deductible of the relevant insurance policy</td>
</tr>
<tr>
<td>X18.3</td>
<td>The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:</td>
<td>The cost of correcting the Defect</td>
</tr>
<tr>
<td>X18.4</td>
<td>The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:</td>
<td>The Total of the Prices</td>
</tr>
<tr>
<td>X18.5</td>
<td>The end of liability date is</td>
<td>Five (5) years after Completion of the whole of the works</td>
</tr>
</tbody>
</table>

### Z Additional conditions of contract

<table>
<thead>
<tr>
<th>Z1</th>
<th>Obligations in respect of Joint Venture Agreements</th>
<th></th>
</tr>
</thead>
</table>
Z1.1 Insert the additional core clause 27.5

27.5. In the instance that the Contractor is a joint venture, the Contractor shall provide the employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituents' interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:

  iv. of their joint and several liability to the Employer to Provide the Works;
  v. Identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the Contractor's representative;
  vi. Identification of the roles and responsibilities of the constituents to Provide the Works.

- Financial requirements for the Joint Venture:

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

Z1.2 Insert additional core clause 27.6

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

Z2 Additional obligations in respect of Termination
Z2.1

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

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

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

Z2.2 Termination Table

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

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

Z2.3

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

Z3 Right Reserved by Transnet to Conduct Vetting through SSA

Z3.1

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

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

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

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

Z4 Protection of Personal Information Act

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

**Z5** Right Reserved by the Employer to Conduct Vetting through SSA

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

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

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

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

**Z6** Additional Clause Relating to Collusion in the Construction Industry

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

**Z7** Protection of Personal Information Act

The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
### Part two - Data provided by the Contractor

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The <em>Contractor</em> is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>11.2(8)</td>
<td>The <em>direct fee percentage</em> is %</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>subcontracted fee percentage</em> is %</td>
<td></td>
</tr>
<tr>
<td>11.2(18)</td>
<td>The <em>working areas</em> are the Site and</td>
<td></td>
</tr>
<tr>
<td>24.1</td>
<td>The <em>Contractor's key persons</em> are:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>

CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.

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

**A**

**Priced contract with Activity Schedule**

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

**Data for Schedules of Cost Components**

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

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

22 in SSCC  The rates of other Equipment are:

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

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

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

62 in SSCC  The percentage for design overheads is %

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

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option A</td>
<td>3</td>
</tr>
<tr>
<td>C2.2</td>
<td>Activity Schedule</td>
<td>5</td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option A

1.1 The conditions of contract

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

Clause 11 in NEC3 Engineering Construction Contract (ECC), June 2005 (amended June 2006 and April 2013) Option A states:

Identified 11 and defined terms 11.2 (17) The Price for Services Provided to Date is the total of
  • the Price for each lump sum item in the Price List which the Contractor has completed and
  • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

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

1.3 Measurement and Payment

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

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

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

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

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

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

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

b) Upon completion of the service, the Contractor must attach work request and signed-off invoice/payment certificate.
C2.2 Price List
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EXTERNAL BRANDING</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Supply, Deliver &amp; Install Transnet Logo with Pay-off Line at the gate of the building. The Logo with Pay-off Line must be on three dimensional (3D) cut out letters with LED lighting. The Logo &amp; Pay-off Line must be 8.8m long and 2.1m high. Colour application: PANTONE® 485 CMYK 0 95 100 0 RGB 212 46 18 and PANTONE® 376 CMYK 50 0 100 0 RGB 125 186 0. Fonts: Unique typeface</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>OFFICE FRONT</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Supply, Deliver &amp; Install Transnet Logo with Pay-off Line at the front of the building. The Logo with Pay-off Line must be on three dimensional (3D) cut out letters with LED lighting. The Logo &amp; Pay-off Line must be 4.8m long and 3.2m high. Colour application: PANTONE® 485 CMYK 0 95 100 0 RGB 212 46 18 and PANTONE® 376 CMYK 50 0 100 0 RGB 125 186 0. Fonts: Unique typeface</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>OFFICE BACK</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Supply, Deliver &amp; Install Transnet Logo with Pay-off Line at the back of the building. The Logo with Pay-off Line must be on three dimensional (3D) cut out letters with LED lighting. The Logo &amp; Pay-off Line must be 2m long and 2m high. Colour application: PANTONE® 485 CMYK 0 95 100 0 RGB 212 46 18 and PANTONE® 376 CMYK 50 0 100 0 RGB 125 186 0. Fonts: Unique typeface</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>INTERNAL BRANDING</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Supply, Deliver &amp; Install Transnet Logo with Pay-off Line at the reception area. The Logo with Pay-off Line must be on three dimensional (3D) cut out letters with LED lighting. The Logo &amp; Pay-off Line must be 4.5m long and 1.1m high. Colour application: PANTONE® 485 CMYK 0 95 100 0 RGB 212 46 18 and PANTONE® 376 CMYK 50 0 100 0 RGB 125 186 0. Fonts: Unique typeface</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Carried to Executive Summary
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EXECUTIVE SUMMARY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>VAT @15%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL INCL. VAT</td>
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### PART C3: SCOPE OF WORK

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C3.1 EMPLOYER'S WORKS INFORMATION

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1 Description of the works

1.1 Executive overview
The works to be undertaken by the Contractor entails the provision of the Transnet Branded signs and logos at the gate, main entrance, on building top and modifications to the Reception area.

1.2 Employer's objectives

Employer's objective is to ensure the clear visibility of Transnet signs and logos at the new offices at Waterfall Business Estate, Midrand.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
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<tr>
<td>BBBEE</td>
<td>Broad Based Black Economic Empowerment</td>
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<tr>
<td>CEMP</td>
<td>Construction Environmental Management Plan</td>
</tr>
<tr>
<td>CSHEO</td>
<td>Contractor's Safety, Health and Environmental Officer</td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
</tr>
<tr>
<td>DTI</td>
<td>Department of Trade and Industry</td>
</tr>
<tr>
<td>DWG</td>
<td>Drawings</td>
</tr>
<tr>
<td>EO</td>
<td>Environmental Officer</td>
</tr>
<tr>
<td>HDD</td>
<td>Horizontal Directional Drilling</td>
</tr>
<tr>
<td>HSSP</td>
<td>Health and Safety Surveillance Plan</td>
</tr>
<tr>
<td>JSA</td>
<td>Job Safety Analysis</td>
</tr>
<tr>
<td>PES</td>
<td>Project Environmental Specifications</td>
</tr>
<tr>
<td>PLA</td>
<td>Project Labour Agreements</td>
</tr>
<tr>
<td>PS</td>
<td>Project Specifications</td>
</tr>
<tr>
<td>PSPM</td>
<td>Project Safety Program Manager</td>
</tr>
<tr>
<td>PSSM</td>
<td>Project Site Safety Manager</td>
</tr>
<tr>
<td>ProgEM</td>
<td>Programme Environmental Manager</td>
</tr>
<tr>
<td>ProjEM</td>
<td>Project Environmental Manager</td>
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<tr>
<td>QA</td>
<td>Quality Assurance</td>
</tr>
<tr>
<td>SANS</td>
<td>South African National Standards</td>
</tr>
<tr>
<td>SASRIA</td>
<td>South African Special Risks Insurance Association</td>
</tr>
<tr>
<td>SES</td>
<td>Standard Environmental Specification</td>
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<tr>
<td>SHE</td>
<td>Safety, Health and Environment</td>
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<tr>
<td>SHEC</td>
<td>Safety, Health and Environment Co-ordinator</td>
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<tr>
<td>SIP</td>
<td>Site Induction Programme</td>
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<tr>
<td>SMP</td>
<td>Safety Management Plan</td>
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<tr>
<td>SSRC</td>
<td>Site Safety Review Committee</td>
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</table>

1.4 Description of Site and Access
The Contractor must take note of the fact that induction training may be required for all individuals entering the site. Following successful completion site access certificates will be granted.

1.5 Scope of Contract
The scope of this contract includes the following activities:

- Supply, deliver and install Transnet Logo at the front side of the office building.
- Supply, deliver and install Transnet Logo at the back side of the office building.
- Supply, deliver and install Transnet Logo with Payoff line at the main gate.
- Supply, deliver and install Transnet Logo with Payoff line at the reception area.

1.6 Supply, deliver and install Transnet Logo with Site Facilities Available
1.6.1. Power and Water Supply
The Contractor shall make arrangements with the Employer for the use water and electricity.

1.6.2. Location of Camp Site
The Contractor must make his own arrangements for a Camp Site, where necessary. The location of the Contractors' camp including the material storage areas will be subject to the Employer's approval.

1.6.3. Housing for Contractor's Employees
No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site.
2. SCOPE: PLANT FOR CONSTRUCTION

2.1. EXTERNAL BRANDING

2.1.1. Gate

Transnet logo with payoff line

- 3D (three dimensional) cut out letters with LED lighting
- **Colour application:** PANTONE® 485 CMYK 0 95 100 0 RGB 212 46 18 and PANTONE® 376 CMYK 50 0 100 0 RGB 125 186 0
- **Fonts:** Unique typeface
2.1.2. Main Entrance

Transnet logo with payoff line

- D (three dimensional) Cut out letters with LED lighting
- **Colour application:** PANTONE® 485 CMYK 0 95 100 0 RGB 212 46 18 and PANTONE® 376 CMYK 50 0 100 0 RGB 125 186 0
- **Fonts:** Unique typeface
2.1.3 Building Top/wings

Transnet logo

- 3-D (three dimensional) cut out letters with LED lighting
- **Colour application**: PANTONE® 485 CMYK 0 95 100 0 RGB 212 46 18 and PANTONE® 376 CMYK 50 0 100 0 RGB 125 186 0
- **Fonts**: Unique typeface
2.2. INTERNAL BRANDING

2.2.1. Reception wall just above the TV screens

**Transnet logo with payoff line**

- 3D (three dimensional) Cut out letters with LED lighting
- Colour application: PANTONE® 485 CMYK 0 95 100 0 RGB 212 46 18 and PANTONE® 376 CMYK 50 0 100 0 RGB 125 186 0
- Fonts: Unique typeface

![Transnet logo diagram]

solutions delivered

4.5m

1.1m
3. Management and start up

3.1. Quality assurance requirements

3.1.1. The Contractor shall have, maintain and demonstrate its use to the Project Manager (and/or the Supervisor) to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the works. The Contractor's Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Project Manager).

3.1.2. The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

3.1.3. The Contractor develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

3.1.4. The Project Manager indicates those documents required to be submitted for either information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Project Manager responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

3.2. Programming constraints

3.2.1. The Contractor presents his first programme and all subsequently revised programme (see ECC Clauses 31.2 and 32.1) in hard copy format [state specific details or cross-refer to suitable statements under paragraph 6.2 of C3.1 Employer's Works Information] and in soft copy format [state specific details or cross-refer to suitable statements under paragraph 2.2 of C3.1 Employer's Works Information].

3.2.2. The Contractor uses Primavera version 3.1 / Microsoft Projects or any other scheduling programme for his programme submissions.

3.2.3. The Contractor shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

3.2.4. The Contractor's programme shows duration of operations in working days.

3.2.5. The Contractor shows on each revised programme he submits to the Project Manager a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Contractor.

3.2.6. The Contractor submits programme report information to the Project Manager at biweekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

3.2.7. The Contractor's weekly programme narrative report includes:

- Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
3.2.8. The *Employer* (including the agents of the *Employer*) operates on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the works etc].

### 3.3. Methods and Procedures

#### 3.3.1. Methods

Installation methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The *Employer* accepts no responsibility for any work executed without written permission outside the site of Works.

#### 3.3.2. Site Facilities Required

No site Facilities required. The *Employer* can make necessary arrangements for storage of the materials before installation.

#### 3.3.3. Drawings

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions, which may have been omitted from the drawings.

#### 3.3.4. Approval of Materials prior to use

The *Contractor* shall at his own cost supply to the Engineer any samples of materials intended for the works, prior to use of such materials on site.

#### 3.3.5. Manufacturer’s Instructions

Where pre-manufactured materials are to be used that form part of the permanent work, the instructions of the manufacturers must be strictly adhered to regarding the handling and use of such materials.

#### 3.3.6. Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site to be provided by the *Contractor*. Such site shall meet with the approval of the local authority within whose area it falls, and the spoiling shall comply with all the statutory and municipal regulations.

#### 3.3.7. Notices, Signs, Barricades and Advertisements

The *Contractor* shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notice, the *Contractor* may use signs and barricades as well as advertisements only upon approval, and the *Contractor* shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The *Project Manager* shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.
Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

3.3.8. Transport of Material

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Project Specifications.

3.3.9. Workmanship and Quality Control

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor; and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

On completion of every part of the work and submission thereof to the Employer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

3.4. The Contractor's Invoices

3.4.1. When the Project Manager certifies payment (see ECC Clause 51.1) following an assessment date, the Contractor complies with the Employer's procedure for invoice submission.

3.4.2. The invoice must correspond to the Project Manager's assessment of the amount due to the Contractor as stated in the payment certificate.

3.4.3. The invoice states the following:
Invoice addressed to Transnet SOC Ltd;
Transnet SOC Limited's VAT No: 4720103177;
Invoice number;
The Contractor's VAT Number; and
The Contract number 3737363.10C

3.4.4. The invoice is presented either by email or by hand delivery.

3.4.5. Invoices submitted by hand are presented to:
Transnet Group Capital
150 Commissioner Street
Johannesburg
2001
For the attention of The Contract Administrator, Transnet Group Capital

3.4.6. The invoice is presented as an original.

3.5. People
3.5.1. The *Contractor* performs the *works* having due regard to the PLA that are negotiated between the *Employer* and the appropriate trade unions on this contract.

3.5.2. The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.

3.5.3. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:

   The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

3.5.4. The PIRM specific tasks are:
   - To complete the PLA prior to the Contract Date; and
   - To assign specific duties to the PSIRM.

3.5.5. The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.

3.5.6. The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*. 