

NEC3 Term Service Contract (TSC)

entered into by and between

Transnet SOC Ltd

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

and

Pending

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

| | |
|---------------------------------|---|
| Description of the Works | Monitoring and Maintenance of Power Smart Web Electricity Billing System in the Port of Durban on an "as and when" required basis |
| RFQ Number | DBN-2114081-001 |
| Start Date | 13 May 2013 |
| Completion Date | 12 May 2014 |

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THE TENDER

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PART T1: TENDERING PROCEDURES

**T1.1: TENDER NOTICE & INVITATION TO
TENDER**

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T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the monitoring and maintenance of the Power Smart Web Electricity Billing System in the Port of Durban on an "as and when" required basis for a period of 12 months.

Preferences are offered to tenderers who are in possession of a valid SANAS approved BBBEE certificate.

Only tenderers who meet the minimum prequalification criteria of 60% in terms of quality "functionality" will be eligible for further evaluation.

The physical address for collection of tender documents is:

Queens Warehouse
237 Mahatma Gandhi Road
Point
Durban

Documents may be collected during working hours after 08:00 to 15:00 from Thursday, 04th April 2013 to Thursday, 11th April 2013.

Queries relating to the issue of these documents may be addressed to

Mrs Debbie van Wyk
Tel No 031 361 1772
Vax No. 0866 488 153
Email Deborah.vanwyk@transnet.net

A **compulsory clarification** meeting with representatives of the Employer will take place at:

Queens Warehouse
237 Mahatma Gandhi Road
Point
Durban
on Monday, 15th April 2013 at 10h00.

The closing time for receipt of tenders is 12h00 on Wednesday, 24th April 2013.
Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or Transnet@tip-offs.com.

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND INTENTION TO TENDER**

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail
Fax No. (031) 361 1772
Attention: Debbie van Wyk

Project No.: 2114081
Tender No.: DBN-2114081-001
Closing Date: 24th April 2013

For: The Monitoring and Maintenance of Power Smart Web Electricity Billing System in the Port of Durban on an "as and when" required basis for a period of 12 months

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

No

REASON FOR NOT TENDERING:

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

SIGNATURE : _____

TITLE: _____

T1.2: TENDER DATA

T1.2 Tender Data (Alternative Method 2)

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010), Board Notice 86 of 2010. (See www.cidb.org.za)

The Standard Conditions of Tender make several references to Tender Data for details that apply specifically to this tender. This 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.

| Clause | Data |
|--------|---|
| F.1.1 | The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30) |
| F.1.2 | The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 2) C2.2 Price List 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 Price List Part C3: Scope of work C3.1 Works Information Part C4: Site information C4.1 Site information |
| F.1.4 | The Employer's agent is: Name: Debbie van Wyk Address: 237 Mahatma Gandhi Road, Point, Durban Tel No. 031 361 1772 Vax No. 0866 488 153 E – mail Deborah.vanwyk@transnet.net |

F1.6 The competitive negotiation procedure may be applied.

1. Pre-Qualifying Quality (Functionality) Criteria

Only those tenderers who attain the minimum number of evaluation points for 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

The quality criteria and maximum score in respect of each of the criteria are as follows:

| Quality criteria | Sub-criteria | Maximum number of points |
|---|---|--------------------------|
| T2.2-7 Management and CV's of key personnel | General experience and qualifications | 15 |
| | Adequacy for the assignment | 5 |
| | Knowledge of issues pertinent to the project, including experience related to NEC3 ECC conditions of contract | 5 |
| T2.2-25 Previous Experience Tenderer's experience with respect to specific aspects of the project / comparable projects | Experience with similar projects, areas, conditions and circumstances in relation to the Works Information | 25 |
| T2.2-46 Technical Backup | Detailed technical backup | 25 |
| T2.2-47 Statement of Compliance | Detailed Statement of Compliance | 25 |
| Maximum possible score for quality (W_q) | | 100 |

Quality shall be scored by not less than three evaluators and averaged in accordance with the following schedules:

- **T2.2-7 Management and CV's of key personnel**
- **T2.2-25 Previous Experience**
- **T2.2-46 Technical Backup**
- **T2.2-47 Statement of Compliance**

The minimum number of evaluation points for quality is : 60

The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria may be invited to an interview. Tenderers who attain a score of less than 50% of the points allocated to the interview will be declared ineligible to tender.

Each evaluation criteria will be assessed in terms of six indicators – no response, poor, less than acceptable, acceptable, above acceptable and excellent. Scores of 0, 20, 40, 60, 80 or 100 will be allocated to no response, poor, less than acceptable, acceptable, above acceptable and excellent, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #9)

Note: Any tender not complying with all three of the above mentioned stipulations, numbered 1 to 2, will be regarded as non-responsive and will therefore not be considered for further evaluation

F.2.7 **The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.**

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 list.

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original, plus 1 copy.

F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that
F2.15.1 are to be shown on each tender offer package are:

Location of tender box Ground Floor, Main Reception

Physical address: Queens Warehouse
237 Mahatma Gandhi Road
Point
Durban

Identification details: The tender documents must be submitted in a sealed envelope labelled with:

- Name of Tenderer: (insert company name)
- Contact person and details: (Insert details)
- The RFQ Number: DBN-2114081-001
- The Tender Description: Monitoring and maintenance of power smart web electricity billing system

Documents must be marked for the attention of: Debbie van Wyk

Prior arrangement on the submittal of large tender documents should be made with the Procurement Manager.

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 8 weeks

F.2.18 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 submission stated in the *Employer's* request, the *Employer* may regard the tender offer as non-responsive.

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

1. an **original valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid SANAS or IRBA B-BBEE accreditation certificate, and
3. Letter of good standing with the Compensation Commissioner

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 12:00 on Thursday, 28th March 2013
Location: Queens Warehouse, 237 Mahatma Gandhi Road, Point, Durban

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.

F.3.13.7

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

80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 1,000 000

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

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

F.3.13 Tender offers will only be accepted if:

- a) the tenderer submits an **original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- 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.
 - e) the tenderer has 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, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
-

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

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PART T2: RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

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T2.1 List of Returnable Documents

1. Returnable Schedules

| | |
|---------|---|
| T2.2-7 | Management and CV's of key persons |
| T2.2-10 | Site Establishment requirements |
| T2.2-14 | Authority to submit tender |
| T2.2-15 | Certificate of attendance at tender clarification meeting |
| T2.2-16 | Record of addenda to tender documents |
| T2.2-17 | Compulsory Enterprise Questionnaire |
| T2.2-22 | Health and Safety Plan |
| T2.2-25 | Previous experience |
| T2.2-27 | Broad-Based Black Economic Empowerment (BBBEE) |
| T2.2-31 | Supplier Code of Conduct |
| T2.2-33 | Mutual Non-Disclosure Agreement |
| T2.2-36 | RFP Declaration Form |
| T2.2-43 | RFP – Breach of Law |
| T2.2-46 | Technical Back-up and Support |
| T2.2-47 | Statement of Technical Compliance |
| T2.2-50 | Preference Points Claim Form |

This schedule is required for payment purposes only:

| | |
|---------|---------------------------|
| T2.2-34 | Supplier Declaration Form |
|---------|---------------------------|

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

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

4. C2.2 Bill of Quantities

EVALUATION SCHEDULE

T2.2-7 : Management & CV's of Key Persons – ECC¹

Please describe the management arrangements for the *works*.

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

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
 - Working with the NEC3 Term Service Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Attached submissions to this schedule:

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The scoring of the Management & CV's of Key Persons will be as follows:

| | General experience and qualifications | Adequacy for the assignment | Knowledge of issues pertinent to the project |
|--|---|--|--|
| 0 | The tenderer has submitted no information or inadequate information to determine a score. | | |
| Poor (score 20) | Key staff have no levels of general experience | Key staff have no levels of project specific education, skills, training and experience | Key staff have no experience of issues pertinent to the project |
| Less than acceptable (score 40) | Key staff have limited levels of general experience | Key staff have limited levels of project specific education, skills, training and experience | Key staff have limited experience of issues pertinent to the project |
| Acceptable (score 60) | Key staff have reasonable levels of general experience | Key staff have reasonable levels of project specific education, skills, training and experience | Key staff have reasonable experience of issues pertinent to the project |
| Above acceptable (score 80) | Key staff have extensive levels of general experience | Key staff have extensive levels of project specific education, skills, training and experience | Key staff have extensive experience of issues pertinent to the project |
| Excellent (score 100) | Key staff have outstanding levels of general experience | Key staff have outstanding levels of project specific education, skills, training and experience | Key staff have outstanding experience of issues pertinent to the project |

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-9 : Insurance provided by the Contractor

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006) 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.

| Insurance against (See clause 83.2 of the TSC) | Name of Insurance Company | Cover | Premium |
|---|---------------------------|-------|---------|
| Loss of or damage caused by the Contractor to the Employer's property | | | |
| Loss of or damage to Plant and Materials | | | |
| Loss of or damage to Equipment | | | |
| The Contractor's liability for loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service. | | | |
| 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) | | | |

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-10 : Site Establishment / Laydown Area

Tenderers to indicate their Site establishment and/or laydown area requirements:

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|----------------|----------------|
| 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.

| A - COMPANY | B - PARTNERSHIP | C - JOINT VENTURE | D - SOLE PROPRIETOR |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

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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.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

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.

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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.

| Name of firm | Address | Authorising signature, name (in caps) and capacity |
|--------------|---------|--|
| | | |
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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 |

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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,

| | | |
|-----------|-------|----------------------|
| Held at: | _____ | |
| On (date) | _____ | Starting time: _____ |

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

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Service Manager* to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

Particulars of person(s) attending the meeting:

| | | | |
|----------|-------|-----------|-------|
| Name | _____ | Signature | _____ |
| Capacity | _____ | | |
| Name | _____ | Signature | _____ |
| Capacity | _____ | | |

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

| | | | |
|----------|-------|-------------|-------|
| Name | _____ | Signature | _____ |
| Capacity | _____ | Date & time | _____ |

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:

| | Date | Title or Details |
|----|------|------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2-17 : Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name | Identity number | Personal income tax number |
|------|-----------------|----------------------------|
| | | |
| | | |
| | | |

* 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

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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:

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |

*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

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---------------------------------|---|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

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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.

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| | |
|-----------------------|----------------|
| Signed _____ | Date _____ |
| Name _____ | Position _____ |
| Enterprise name _____ | _____ |

T2.2-22 : Health and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) included in the Health and Safety Specification TCP-HAS-STD-0001 Rev 00.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

Attached submissions to this schedule:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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EVALUATION SCHEDULE

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.

| |
|---|
| Index of documentation attached to this schedule: <hr style="border-top: 1px dotted black;"/> <hr style="border-top: 1px dotted black;"/> <hr style="border-top: 1px dotted black;"/> <hr style="border-top: 1px dotted black;"/> |
|---|

The score for Previous Experience will be as follows:

| | Previous Experience |
|---|--|
| No Response (score 0) | The tenderer has submitted no information or inadequate information to determine a score. |
| Poor (score 20) | The tenderer has no experience |
| Less than Satisfactory (score 40) | The tenderer has limited experience. |
| Acceptable (score 60) | The tenderer has relevant experience but has not dealt with the critical issues specific to the assignment. |
| Above acceptable (score 80) | The tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. |
| Excellent (score 100) | The tenderer has outstanding experience in projects of a similar nature. |

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-27 : Broad-Based Black Economic Empowerment (B-BBEE)

B-BBEE and preferencing scheme:

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their tender responses. Transnet will accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a B-BBEE Accreditation Certificate. All procurement and disposal transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective suppliers to submit tenders for its various capital expenditure programmes, it urges tenderers (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the Department of Trade and Industry)

In terms of Government Gazette No 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies will be valid.

***All certificates are to display the BBEE Verification Agency Body Name, SANAS Logo and BVA Body number.**

Enterprises will be rated by such agencies based on the following:

a) Large Enterprises (i.e. annual turnover >R35 million):

- Rating level based on all seven elements of the B-BBEE scorecard

b) Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):

- Rating based on any four of the elements of the B-BBEE scorecard

c) Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):

- EMEs are exempted from B-BBEE accreditation
- Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition

- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

In addition to the above, tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to B-BBEE companies, must state in their tenders the percentage, of the total contract value that will be allocated to such B-BBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and / or sub-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the tender response to enable Transnet to evaluate / adjudicate all tenders received on a fair basis.

Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your company's annual turnover for the past year

ZAR.....

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

In addition to the accreditation certificate, Transnet also requires that tenderers register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's ("DTI") National B-BBEE IT Portal and Opportunities Network and **provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.**

Transnet will use the DTI B-BBEE IT Portal as a single data source for its B-BBEE supplier selection criteria and procurement improvement programme by tracking compliance, understanding spend and by sourcing future procurement opportunities.

1. Instructions for registration and obtaining a DTI B-BBEE Profile:

1. Go to <http://bee.thedti.gov.za>
2. Click on B-BBEERegistry
3. Click on *Register or Login*
4. Click on *Click Here to Register*
5. Complete the registration page
6. Once registered, click on *List on Registry*

7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile

Socio-Economic Obligations for Foreign Tenderers:

Foreign tenderers, who do not have local agencies or other corporate representation in South Africa, will not be evaluated in terms of the B-BBEE requirements but will fall under the associated South African Government's initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which can be viewed at the Railways and Harbours Supply Chain Association's website, www.rhsupplychain.com

A 10% preference system (i.e. equivalent to the B-BBEE preference points above) will be allocated for the evaluation of a tenderer's offer under its socio-economic obligations in relation to the CSDP.

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

“PREVIEW COPY ONLY”

T2.2-31 : Supplier Code of Conduct

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

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

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

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

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
- 2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.**
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).
- 3. Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**
- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

Signature

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 the monitoring and maintenance of Power Smart Web Electricity Billing System in the Port of Durban ("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.

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:

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 (where applicable)
- d) **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
- e) **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
- f) A letter with the company's letterhead confirming physical and postal addresses
- g) **Original or certified** copy of SARS Tax Clearance certificate and VAT registration certificate
- h) A **certified** signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND / OR** BBBEE certificate and detailed scorecard from a SANAS accredited rating agency.
- i) Complete the Transnet Supplier Code of Conduct form on the following website: www.transnet-supplier.net
- j) **Certified** (valid) IRP 30 exemption certificate
- k) A **certified** copy of a recent months EMP 201 form
- l) A **Certified** declaration that at least 3 employees are on a full time basis
- m) An affidavit or solemn declaration duly signed in terms of 80% of income

NB: 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.

IMPORTANT NOTES:

1. **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND / OR** BBBEE certificate and detailed scorecard from a SANAS accredited rating agency, should you feel you will be able to attain a better BBBEE score.
2. **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
3. **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act, 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.
5. **No payments can be made to a vendor until the** vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
6. From 1 February 2011 only BBBEE certificates issued by SANAS accredited verification agencies will be valid.

Document Name: Vendor Master_Trade Vendor Management Procedure (Revised)

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

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T2.2-34: Supplier Declaration Form

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

| i) Supplier Declaration Form | | | | | | | | | | |
|--|--|--|------------|--|---------------------|-------|---------------|---------|-------------|-----------------|
| Company Trading Name | | | | | | | | | | |
| Company Registered Name | | | | | | | | | | |
| Did your company previously operate under another name? | | | | | | | Yes | | No | |
| If YES state the previous name below | | | | | | | | | | |
| Trading Name | | | | | | | | | | |
| Registered Name | | | | | | | | | | |
| Company Registration Number Or ID Number If A Sole Proprietor | | | | | | | | | | |
| Form of entity | | | | | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| Is your company VAT Registered? | | | | | Yes | | No | | Exempt | |
| If Yes , state VAT Registration Number | | | | | | | | | | |
| If No or Exempt , state reason | | | | | | | | | | |
| Bank Name | | | | | Bank Account Number | | | | | |
| Company Physical Address | | | | | Code | | | | | |
| Company Postal Address | | | | | Code | | | | | |
| Company Telephone number | | | | | | | | | | |
| Company Fax Number | | | | | | | | | | |
| Company E-Mail Address | | | | | | | | | | |
| Company Website Address | | | | | | | | | | |
| Contact Person | | | | | | | | | | |
| Designation | | | | | | | | | | |
| Telephone | | | | | | | | | | |
| Email | | | | | | | | | | |
| Last Financial Year Annual Turnover | | | <R1Million | | R1-R5Million | | R5-R35Million | | >R35Million | |
| Indicate using a 'X' the business sector in which your company is involved / operating | | | | | | | | | | |
| Agriculture | | | | | | | | | | |
| Manufacturing | | | | | | | | | | |
| Electricity, Gas and Water | | | | | | | | | | |
| Retail, Motor Trade and Repair Services | | | | | | | | | | |
| Catering, accommodation and Other Trade | | | | | | | | | | |
| Community, Social and Personal Services | | | | | | | | | | |
| Mining and Quarrying | | | | | | | | | | |
| Construction | | | | | | | | | | |
| Finance and Business Services | | | | | | | | | | |
| Wholesale Trade, Commercial Agents and Allied Services | | | | | | | | | | |
| Transport, Storage and Communications | | | | | | | | | | |
| Other (Specify) | | | | | | | | | | |

Document Name: Vendor Master_Trade Vendor Management Procedure

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T2.2-34: Supplier Declaration Form

ii) Category of Supplier

The following information needs to be completed by the supplier to determine which category of supply to follow.

| | |
|-------------------------|--|
| Company Trading Name | |
| Company Registered Name | |

| | | | | |
|--|-----|--|----|--|
| A. Are you a supplier of goods and / or products? | Yes | | No | |
| If yes, what goods and / or products are being supplied? | | | | |

| | | | | |
|--|-----|--|----|--|
| B. Are you a supplier of service and / or labour? | Yes | | No | |
| If yes, what service and / or labour are being supplied? | | | | |

NB: If your answer to Question A is “**YES**”, the supplier is not subject to Employees’ Tax. The supplier is to be captured as a **TRADE VENDOR** via the **PROCUREMENT OFFICE** and referred to the Accounts Payable Department for payment. You will be required to attach supporting documents 1 -12 from the checklist.

If your answer to Question B is “**YES**”, please answer the questions below:

| | Yes | No |
|---|-----|----|
| 1.1. Is the service provider a natural person (i.e. labour broker) who supplies Transnet with other persons to render services, or perform work for Transnet; and who is remunerated by the service provider? | | |
| 1.2. Is the service provider a natural person (i.e. contractor) who supplies services to Transnet? | | |
| 1.3. Is the service provider a company, close corporation or trust who supplies Transnet with services or labour? | | |

- If the answer to question 1.1 is “**YES**” the service provider has to complete **ANNEXURE A** of the Supplier Declaration Form. Please attach supporting documents 1-13 from the checklist
- If the answer to question 1.2 is “**YES**” the service provider has to complete **ANNEXURE B** of the Supplier Declaration Form. Please attach supporting document 1-12, 14 -15 from checklist
- If the answer to question 1.3 is “**YES**” the service provider has to complete **ANNEXURE C** of the Supplier Declaration Form. Please attach supporting documents 1-12, 14-16 from checklist

BBBEE Ownership Details

| | | | | |
|--|-----|-------------------------|----|--------------------------------|
| Does your company have a valid BBBEE certificate? | Yes | | No | |
| What is your broad based BEE status (Level 1 to 9 / Unknown) | | | | |
| Majority Race of Ownership | | | | |
| % Black Ownership | | % Black women ownership | | % Disabled person(s) ownership |

| | |
|-----------------------------|--|
| Transnet Contact Person | |
| Contact number | |
| Transnet operating division | |

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

| | | | |
|-----------|--|-------------|--|
| Name | | Designation | |
| Signature | | Date | |

Stamp And Signature Of Commissioner Of Oath

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

Internal Transnet Departmental Questionnaire

| | |
|-------------------------|--|
| Company Trading Name | |
| Company Registered Name | |

To be completed by the Transnet Requesting / Sourcing Department

| | | | | | | | | | | | |
|--------|--|--------|--|----------|--|---------|--|------------------------------|--|-----|--|
| TFR | | TRE | | TPT | | TPL | | TNPA | | TRN | |
| Create | | Amend | | Block | | Unblock | | Once-Off / Emergency Request | | | |
| Extend | | Delete | | Undelete | | | | | | | |

Internal Sign-Off if Vendor is exempt or not Registered for VAT (Group Tax Department)

| | | | |
|-----------|--|-------------|--|
| Name | | Designation | |
| Signature | | Date | |

| Service Provider | Deduct Tax | No Tax | Department Responsible for Payment |
|---|------------|--------|------------------------------------|
| Labour broker without IRP30 exemption certificate | | | |
| Labour broker with IRP30 exemption certificate | | | |
| Personal Service Provider | | | |
| Independent Contractor | | | |
| None of the above apply, state reason | | | |

A. Internal Document Checklist

| Document List | Yes / No |
|---|----------|
| 1) Complete Supplier Declaration Form (SDF) | |
| 2) Verification of banking details | |
| 3) Original cancelled cheque or | |
| 4) Letter from the bank (with bank stamp) | |
| 5) Certified copy of identity document of Shareholders / Directors / Members | |
| 6) Certified copy of certificate of incorporation | |
| 7) Certified copy of share certificates of Shareholders | |
| 8) A letter with the company's letterhead confirming physical and postal addresses | |
| 9) Original or certified copy of SARS Tax Clearance certificate and VAT registration certificate | |
| 10) Confirmation of most recent annual turnover and percentage black ownership | |
| 11) Signed letter from the Auditor / Accountant ; AND / OR BBBEE certificate and detailed scorecard from Accredited rating agency (ABVA Member) | |
| 12) Completed Transnet Supplier Code of Conduct form and proof of submission (www.transnet-suppliers.net) | |
| 13) Valid IRP 30 exemption certificate (Annexure A) | |
| 14) A copy of a recent months EMP 201 form (Annexure B & C) | |
| 15) Declaration that at least 3 employees are on a full time basis (Annexure B & C) | |
| 16) Declaration in terms of 80% of income (Annexure C) | |

Make a difference, if you aware of any corruption and fraudulent activities in Transnet please contact Tip-Off Anonymous

Hotline: 0800 003 056
Fax: 0800 007 788
Email: Transnet@tip-offs.com
Website: www.transnet.net and click on the Tip – offs Anonymous link
Post: Tip-offs Anonymous, Freepost DN 298, Umhlanga Rocks, 4320

Document Name: Vendor Master_Trade Vendor Management Procedure

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

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Annexure A

| | |
|-------------------------|--|
| Company Trading Name | |
| Company Registered Name | |

In order for Transnet not to classify you as a "labour broker" as defined in the Fourth Schedule to the Act, you need to provide Transnet with a valid IRP 30 exemption certificate.

| | Yes | No |
|---|-----|----|
| <p>1. Do you have a valid IRP 30 exemption certificate?</p> <p>If "yes", you will not be regarded as an "employee" for employees' tax purposes. Payments made to you will not be subjected to PAYE, UIF or SDL.</p> <p>If "no", you will be regarded as an "employee" for employees' tax purposes. Payments made to you will be subject PAYE, UIF and SDL. Normal tax tables will apply</p> | | |

For admin purposes only:

| | Yes | No |
|--|-----------|----|
| Labour broker exempt therefore not an employee and no PAYE to be deducted (Accounts Payable) | | |
| Labour broker without an IRP 30 exemption certificate therefore regarded as an employee and PAYE must be withheld (HR / Payroll) | | |
| Certified copy of IRP30 exemption certificate received? | | |
| Name | Signature | |
| Position | Date | |

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Annexure B

| | |
|-------------------------|--|
| Company Trading Name | |
| Company Registered Name | |

In order for Transnet to determine whether you are an "independent contractor" as defined in the Fourth Schedule to the Act, you are required to answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to you.

| | Yes | No |
|--|-----|----|
| <p>1.) Do you employ three or more full-time employees (excluding "connected persons" in relation to yourself)?</p> <p>If "yes", please provide the following documentation;</p> <ul style="list-style-type: none"> – A copy of a recent months EMP 201 form; – A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons. <p>If the above documentation is provided, payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to questions 2 and 3. If "no", please proceed to question 2.</p> | | |
| <p>2.) Will you render your services mainly at the premises of Transnet?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to question 3. If "yes", please proceed to question 3.</p> | | |
| <p>3.) Will you be working under the supervision and control of Transnet as to the manner in which your duties are performed or as to the hours you are required to work?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL.</p> <p>If "yes", you will not be regarded as an independent contractor for employees' tax purposes and payments to you will be subject to employees' tax. Normal tax tables will apply.</p> | | |
| <p>4.) Is the contractor required to work for a period of 22 hours or more per week?</p> <p>If the answer is "yes" the person will be regarded as being in standard employment and payments made to employee will be subject to employees' tax in accordance with the tax tables for natural persons.</p> | | |
| <p>5.) Is the contractor required to work at least 5 hours a day, but Transnet will not pay the contractor more than R208 for that day? If the answer is "yes" employees' tax should not be withheld.</p> | | |
| <p>6.) Will the contractor be working for less than 22 hours for Transnet, but Transnet will be their only employer?</p> <p>If the answer is "yes" a written declaration should be supplied to Transnet to the effect that Transnet will be the only employer of the contractor. The contractor is in standard employment and employees' tax needs to be withheld in accordance with the tax tables for natural persons.</p> | | |
| <p>7.) Will Transnet expects the contractor to work for a period of less than 22 hours per week? If the answer is "yes" the contractor is in non-standard employment and employees' tax needs to be withheld at a flat rate of 25%.</p> | | |
| <p>8.) Will the contractor be allowed to work for any other employer while performing duties for Transnet? If the answer is "no" the contractor needs to provide Transnet with a written declaration to the effect that Transnet is its only employer. If contractor can supply such declaration it will be regarded as being in standard employment and employees' tax must be calculated in accordance with the tax tables for natural persons.</p> | | |

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Revision: Version 4.1

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T2.2-34: Supplier Declaration Form

For admin purposes only:

| | | | | |
|---|--|-----------|-----|----|
| Company Trading Name | | | | |
| Company Registered Name | | | | |
| | | | Yes | No |
| Independent contract – Not a employee, therefore no PAYE to be deducted (Accounts Payable) | | | | |
| Not an independent contractor – Regarded as an employee, therefore PAYE must be withheld (HR / Payroll) | | | | |
| Declaration in term of 3 or more employee's received? | | | | |
| If not an independent contractor determine whether in standard employment or non-standard employment | | | | |
| Name | | Signature | | |
| Position | | Date | | |

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