



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

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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.

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____



T2.2-20`Quality Management Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Goods Information and should include but not be limited to:

1. ISO 9001 certification or any other accredited compliance certification
2. Typical Quality Manual.
3. Typical Quality Control Plan.

Attached submissions to this schedule:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-24 Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that he has sufficient current and future capacity to carry out the work as detailed in the Works Information and that he has the capacity and plans in place to meet the required delivery schedule as required. The tenderers will be evaluated according to their capability to deliver by the latest, 01 February 2014.

To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature
- Current and future work on his order book, showing quantity and type of equipment
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on
- Tenderers are to provide a delivery schedule detailing the breakdown of quantities, dates and timeframes.
- Tenderers are to accommodate for Quality Assurance to be administered on their Delivery Schedule.

Index of documentation attached to this schedule:

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2-28 Guarantees

Note to tenderers:

The tenderer is required to indicate on the schedule what guarantee period is offered of the item listed, and also as much detail as possible on the extent of the guarantee. The tenderer is encouraged to offer any other value adding element related to guarantees and technical backup. The tenderer must also clearly indicate what technical support would be available from him after completion.

Item	Guarantee Offered	Description of Guarantee
Other Value Adding Services / Support Offered		

- Tenderer is to confirm that Warranty of Goods will be applicable for 1 year from date of Installation of Goods.
- Installation of goods will be done by TFR (RME) within 1 year from Delivery.

Signed _____ Date _____

Name _____ Designation _____

Tenderer _____

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. 1990/000900/06), 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 **Supply and Delivery of complete 1:20 DC and AC high Speed DLD Electro Hydraulic Points Machines for Turnout Sets for a period of twenty four (24) months**. 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

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T2.2-34 Supplier Declaration Form

For Attention: The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company as a Transnet SOC Ltd vendor. We would like to take this opportunity to welcome you as a potential vendor and request that you assist with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 3 of this letter
2. Copy of cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
4. Certified copy of certificate of incorporation, CM29 / CM9 (name change)
5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal address
7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** B-BBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.

NB: Failure to submit the above documentation will delay the vendor creation process.

Where applicable, the respective Transnet SOC Ltd business unit processing your application may request further information from you, e.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

IMPORTANT NOTES:

- a) **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 signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership in the company **AND/OR** B-BBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.
- b) **If your annual turnover exceeds R5 million,** and you claim a specific BEE level, please include your BEE certificate in your submission as confirmation of your status.
- c) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

- d) Unfortunately, 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.

Regards,

Transnet Supplier Management

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SUPPLIER DECLARATION FORM

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Postal Address							
Physical Address							
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million	R5-35 million	> R35 million				
Does Your Company Provide	Products	Services	Both				
Area Of Delivery	National	Provincial	Local				
Is Your Company A Public Or Private Entity	Public		Private				
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes		No				
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							

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BEE Ownership Details				
% Black Ownership		% Black women ownership		% Disabled person/s ownership
Does your company have a BEE certificate		Yes	No	
What is your broad based BEE status (Level 1 to 8 / Unknown)				
How many personnel does the firm employ		Permanent	Part time	

Name of person procuring your services/products	
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.	

NB: Please return the completed form, with all the supporting documentation to the person procuring your services/material/goods

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Internal Departmental Questionnaire

NB: "Once-off vendor" will only be created for extraordinary circumstances, i.e. derailments and other emergency situations. Note that only one (1) purchase order must be created against a "once-off vendor". Should the need arise to use a "once-off vendor" again, then an updated SDF together with the required documentation, is required for a "trade vendor" to be created

Section 1: To be completed by the Requesting / Sourcing Department

Vendor number													
TFR		TRE		TPT		TPL		TNPA		TCP		TRN	
Create		Unblock		Amend		Extend		Once-Off / Emergency Request					
Supplier's trading name													
Supplier's registered name													
Please indicate if the Supplier has a contract with sourcing Transnet OD										Yes		No	
If yes please submit / furnish details of such a contract (together with the SDF)													

What is being procured from the supplier?

Products only	Yes		No	
Services only	Yes		No	
Labour only	Yes		No	
Mix of services and products	Yes		No	
Mix of services and labour	Yes		No	

If your answer is **YES** to any of the above questions (ii to v), please indicate whether the relevant **PAYE** questionnaires have been forwarded to **Supply Chain Services / the appropriate Cross Functional Sourcing Team (CFST)** for a decision on tax withholding from payments to this supplier.

Yes		No	
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If your reply to (b) is "NO", please furnish reasons :	
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Advise on the Detailed Procurement Process (DPP) / Procurement Mechanism that was followed :

(e.g. Open market, Confined, Single Source, Approved List, etc)	
---	--

Name	Grade	Date	Signature
		Y Y Y Y M M D D	

Section 2: To be completed by the BEE Department (Confirm BEE Status)

NARROW BASED (NB)				BROADBASED (BBBEE)				
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE

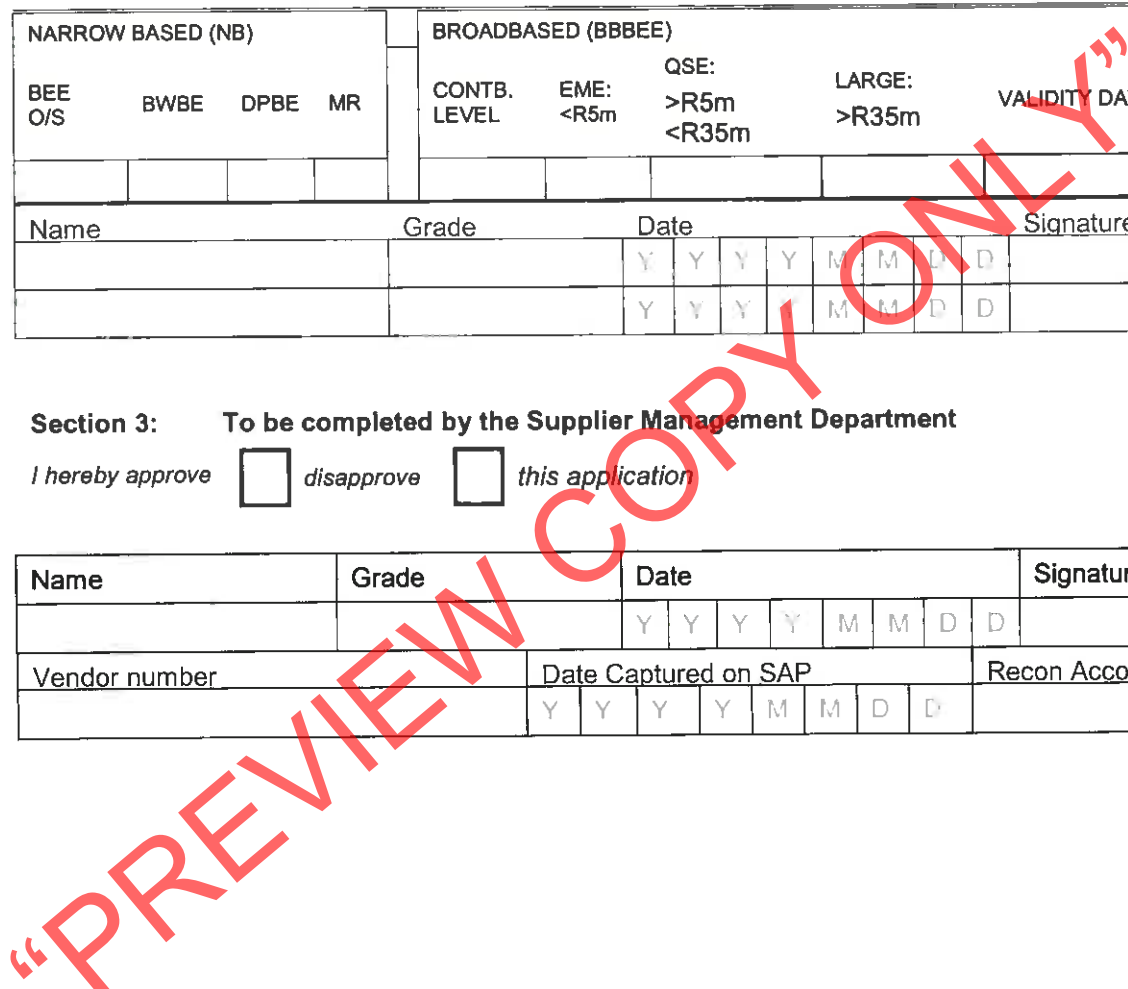
Name	Grade	Date	Signature
		Y Y Y Y M M D D	
		Y Y Y Y M M D D	

Section 3: To be completed by the Supplier Management Department

I hereby approve disapprove this application

Name	Grade	Date	Signature
		Y Y Y Y M M D D	

Vendor number	Date Captured on SAP	Recon Account
	Y Y Y Y M M D D	



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For Attention: The Financial Director or Company Secretary

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1. Complete the "Supplier Declaration Form" (SDF) on page 3 of this letter
2. Copy of cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
4. Certified copy of certificate of incorporation, CM29 / CM9 (name change)
5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal address
7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** B-BBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.

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IMPORTANT NOTES:

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Regards,

Transnet Supplier Management

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SUPPLIER DECLARATION FORM

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Postal Address							
Physical Address							
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million	R5-35 million		> R35 million			
Does Your Company Provide	Products	Services		Both			
Area Of Delivery	National	Provincial		Local			
Is Your Company A Public Or Private Entity		Public		Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes		No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							

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BEE Ownership Details				
% Black Ownership		% Black women ownership		% Disabled person/s ownership
Does your company have a BEE certificate		Yes	No	
What is your broad based BEE status (Level 1 to 8 / Unknown)				
How many personnel does the firm employ		Permanent	Part time	

Name of person procuring your services/products	
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.	

NB: Please return the completed form, with all the supporting documentation to the person procuring your services/material/goods

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Internal Departmental Questionnaire

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Create		Unblock		Amend		Extend		Once-Off / Emergency Request					
Supplier's trading name													
Supplier's registered name													
Please indicate if the Supplier has a contract with sourcing Transnet OD										Yes		No	
If yes please submit / furnish details of such a contract (together with the SDF)													

What is being procured from the supplier?

Products only	Yes		No	
Services only	Yes		No	
Labour only	Yes		No	
Mix of services and products	Yes		No	
Mix of services and labour	Yes		No	

If your answer is **YES** to any of the above questions (ii to v), please indicate whether the relevant **PAYE** questionnaires have been forwarded to **Supply Chain Services / the appropriate Cross Functional Sourcing Team (CFST)** for a decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

If your reply to (b) is "NO", please furnish reasons :	
--	--



Advise on the Detailed Procurement Process (DPP) / Procurement Mechanism that was followed :

(e.g. Open market, Confined, Single Source, Approved List, etc)	
---	--

Name	Grade	Date	Signature
		Y Y Y Y M M D D	
		Y Y Y Y M M D D	

Section 2: To be completed by the BEE Department (Confirm BEE Status)

NARROW BASED (NB)				BROADBASED (BBBEE)				
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE

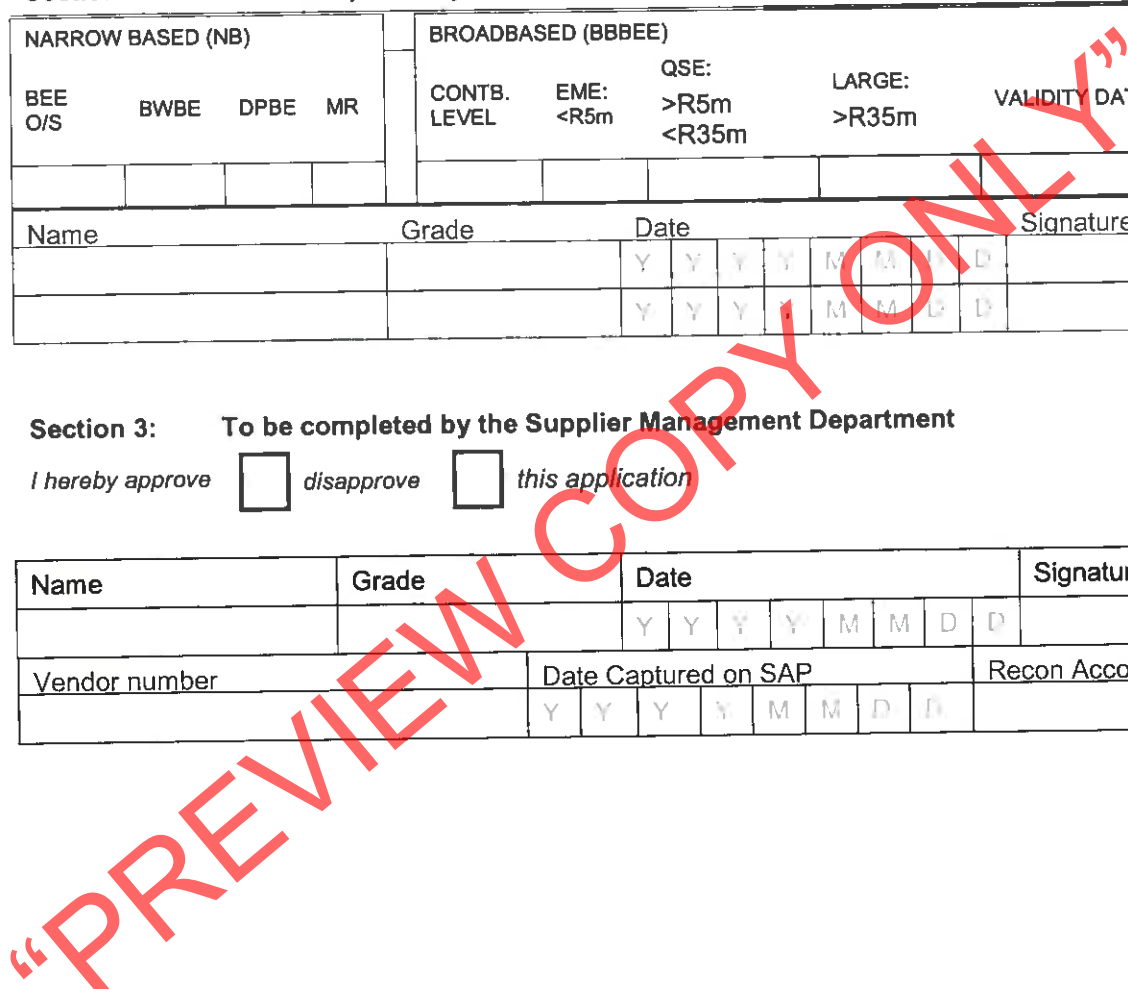
Name	Grade	Date	Signature
		Y Y Y Y M M D D	
		Y Y Y Y M M D D	

Section 3: To be completed by the Supplier Management Department

I hereby approve disapprove this application

Name	Grade	Date	Signature
		Y Y Y Y M M D D	

Vendor number	Date Captured on SAP	Recon Account
	Y Y Y Y M M D D	





T2.2-36 RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

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

ADDRESS:

Indicate nature of relationship with Transnet:

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



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

6. We accept that any dispute pertaining to this bid 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 Respondents" 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____

For and on behalf of duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

"PREVIEW COPY ONLY"

T2.2-39 Supplier Development Plan

Transnet fully endorses and supports Government's New Growth Path Policy which aims to create five million jobs by the year 2020.

Accordingly, Transnet requests tenderers to submit a Proposed Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy and how an appointment in terms of this framework agreement would assist the policy in achieving its objectives.

Transnet acknowledges that there are no guarantees regarding the quantum of work to be generated in terms of the framework agreement and therefore the Proposed Supplier Development Plan is to be indicative at this stage but is to demonstrate a clear understanding of the principles and objectives.

The table below sets out the categories that the proposed comprehensive Supplier Development Plan should contain in accordance with Transnet's mission to transform its supplier base by engaging in targeted supply development initiatives and industrialisation whilst providing meaningful opportunities for black (as defined in the BBBEE Act) South Africans with specific emphasis on:

- Youth
- Black women
- Small businesses
- People with disabilities
- Rural integration

Category	Description
Skills development	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.
Job creation / preservation	The increase in the number of jobs, by the <i>Consultant</i> , as a result of the award of business from Transnet. The number of jobs that are preserved as a result of the award of business is also taken into consideration.
Small business promotion	The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential <i>Consultant</i> .

Signed _____

Date _____

Name _____

Position _____

Tenderer _____



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

T2.2-43 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

T2.2-47 Contractor's Design and Technical Compliance

Note to tenderers:

Tenders are required to demonstrate technical compliance as stipulated in the attached Specification **BBB-4628 Version 02**: "Transnet Freight Rail's Requirements for the design, manufacture and supply of Points Machines".

1. Tenderers shall indicate clause by clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. This document can be used by tenderers to elaborate on their response to clause.
2. A statement of non-compliance shall be motivated by the tenderer.
3. Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
4. Technical Compliance will be measured against statistical Transnet Freight Rail Performance Data.

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TRANSNET SOC LTD
ENQUIRY NUMBER: EFT- PROJ-008/2012-S
DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF COMPLETE 1:20 DC AND AC HIGH SPEED DLD
ELECTRO HYDRAULIC POINTS MACHINES FOR TURN OUT SETS FOR A PERIOD OF TWENTY FOUR (24) MONTHS

Index of items attached to this schedule

“PREVIEW COPY ONLY”

Signed _____ Date _____

Name _____ Position _____

Tenderer _____