Transnet Group Capital (TGC) a Specialist Unit of Transnet SOC Ltd.
Registration Number 1990/000900/30

PROVISION OF A SPATIAL RAILWAY ROUTE AND ALIGNMENT PROJECT COSTING SERVICES FOR A PERIOD OF THREE (3) YEARS

Enquiry Number  CP0017
Issue Date  04 June 2018
Briefing Session  08 June 2018
Closing Date  09 July 2018
Closing Time  12h00 PM
Bid Validity Period  90 Business Days from Closing Date
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SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO BID

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>For the Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID FEE AND BANKING DETAILS</td>
<td>Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. Alternatively, this RFP may be purchased at R250 [inclusive of VAT] per set for those Tenders that require a copy from Transnet rather than downloading from the website. Bidders are however encouraged to download the RFP from the eTender Portal instead and If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and a CD containing the tender document may be collected during work hours. Payment is to be made as follows:</td>
</tr>
<tr>
<td>Bank:</td>
<td>Standard Bank</td>
</tr>
<tr>
<td>Account Number:</td>
<td>00 126 5741</td>
</tr>
<tr>
<td>Branch:</td>
<td>Carlton Centre</td>
</tr>
<tr>
<td>Branch code:</td>
<td>0023055</td>
</tr>
<tr>
<td>Account Name:</td>
<td>Transnet Group Capital</td>
</tr>
<tr>
<td>Reference:</td>
<td>CP0017</td>
</tr>
<tr>
<td>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the Tender documents and submitted thereafter with your Proposal.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSPECT / COLLECT DOCUMENTS FROM</th>
<th>Transnet Group Capital</th>
</tr>
</thead>
<tbody>
<tr>
<td>26th floor</td>
<td></td>
</tr>
<tr>
<td>Carlton Centre</td>
<td></td>
</tr>
<tr>
<td>150 Commissioner Street</td>
<td></td>
</tr>
<tr>
<td>Johannesburg</td>
<td></td>
</tr>
<tr>
<td>2001</td>
<td></td>
</tr>
</tbody>
</table>

| ISSUE DATE AND COLLECTION DATE DEADLINE | Between 09:00 and 15:00 from 04 June 2018 until 07 June 2018. Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents. Bidders wishing to collect a hard copy of such RFP documents from the Transnet issuing office, are required to inform that office at the contact numbers listed in clause F.1.4 of the Tender Data (T1.2) on the day before collection in order to allow for timeous reproduction of the documentation. Bidders are to note that the RFP may also be downloaded directly from the National Treasury eTender Publication Portal free of charge. If Bidders download the RFP off the Portal, they are required to send their contact details to the following address: Alfred.matshepe@transnet.net by 11 June 2018. This is to ensure that any required communication (e.g. addenda to the RFP) in relation to this RFP reaches those intending to respond. Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof. |

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September 2016 | Part T1: Tendering procedures
Page 1 of 9 | T 1.1: Tender Notice and Invitation
2. FORMAL BRIEFING

A compulsory pre-proposal Tender briefing will be conducted in Transnet Group Capital, 26th floor, Tritonia Boardroom, 150 Commissioner Street, Johannesburg (Tritonia Boardroom) on the 08 June 2018, at 10:00 am [10 O’clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation. The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

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

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

3. TENDER SUBMISSION

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

The Secretariat, Transnet Group Capital Acquisition Council
RFP No: CP0017
Description: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years Long Term Planning Studies for Port Development
Closing date and time: Tuesday 09 July 2018 at 12:00
Closing address: [Refer to options in paragraph 4 below]

All envelopes must reflect the return address of the Respondent on the reverse side.
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years

4. DELIVERY INSTRUCTIONS FOR TENDER

4.1. Delivery by hand

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

THE SECRETARIAT  
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL  
26th FLOOR  
CARLTON CENTRE  
150 COMMISSIONER STREET  
JOHANNESBURG 2001

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

4.2. Dispatch by courier

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

THE SECRETARIAT  
26TH FLOOR  
CARLTON CENTRE  
OFFICE BLOCK  
150 COMMISSIONER STREET  
JOHANNESBURG 2001
4.3. If tender offers are not delivered as stipulated herein, such tenders will not be considered.

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

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

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

5. SUPPLIER DEVELOPMENT INITIATIVES

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

Transnet fully endorses and supports Government's economic policies through its facilitation of Enterprise and Supplier Development [ESD] initiatives. Hence Tenderers are required to submit their commitments with regard to Enterprise and Supplier Development Initiatives over the duration of this contract.

As a prequalification criterion to participate in this bid, Tenderers are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than 5% of the Prices of the contract value.

Note: Should a JV be envisaged the principal Respondent is required to submit the required responses as indicated above.

The commitments made by the successful Tenderers will be incorporated as a term of the contract and monitored for compliance.

6. CONFIDENTIALITY

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

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

8. DISCLAIMERS

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

8.1. Modify the tender services and request Tenderers to re-tender on any changes;
8.2. Reject any tender which does not conform to instructions and specifications which are detailed herein;
8.3. Disqualify tender/s submitted after the stated submission deadline [closing date];
8.4. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer;
8.5. Not necessarily accept the lowest priced tender or an alternative Tender;
8.6. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
8.7. Reject all Proposals, if it so decides;
8.8. Withdraw the tender on good cause shown;
8.9. Award business in connection with this tender at any time after the tender closing date;
8.10. Award business for only a portion of the proposed services which are reflected in the scope of this tender;
8.11. Split the award of business between more than one service providers should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet's discretion;
8.12. Make no award of a contract;
8.13. Validate any information submitted by Tenderers in response to this bid. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a bid, Tenderers hereby irrevocably grant the necessary consent to Transnet to do so;
8.14. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to cancel the contract;
8.15. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
8.16. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
8.17. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
8.18. Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Tenderers or any number of short-listed Tenderers, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be
deemed to remain valid during the negotiation period and until the ultimate award of business. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer;

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

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

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

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

9. REPEAL OF CONSTRUCTION SECTOR CODES


9.2. The repeal implies that the Construction Sector Codes cease to exist from the 17th February 2016.

9.3. All Measured Entities operating in the Construction Sector will be required to use the B-BBEE Generic Codes of Good Practice as amended and issued in terms of section 9 (1) of the B-BBEE Act No. 53 of 2003 as amended by Act No. 46 of 2013.

10. LEGAL REVIEW

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

11. SECURITY CLEARANCE

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

12. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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

13. TAX COMPLIANCE

13.1 New Tax Compliance Status (TCS) System

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

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

Tax reference number: ________________
Tax Clearance Certificate & TCC Number: __________ and PIN: ____________.

13.2 Tax Compliance Requirements for Foreign Entities

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

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

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

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

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

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

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

14. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

14.5. The detailed mutual duties of Transnet and the Tenderers to protect personal information.

Kindly note that Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

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

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND INTENTION TO TENDER  
(To be returned within 5 days after receipt)

FAX TO: Transnet Group Capital            Project No.: CP0017
        Attention: Alfred Matsepe           Tender No.: CP0017
        Email: Alfred.matsepe@transnet.net   Closing Date 09 July 2018

For: Provision of Long Term Planning Studies for Port Development

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

REASON FOR NOT TENDERING:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

SIGNATURE: __________________________________________________________

TITLE: ________________________________________________________________

September 2016
T1.2 Tender Data (Method 2)


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

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

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

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

September 2016
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 Pricing Schedule
C2.3 Task Schedule: delivery costing

Part C3: Scope of work

C3 Scope of Services

F.1.4 The Employer's agent is: Regional Procurement Manager
Name: Matsietsi Ramalitsi
Address: 150 Commissioner Street
Tel No.: 011 308 1237
E-mail: Matsietsi.Ramalitsi@transnet.net

F.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Tenderers will only be considered if:
   1.1 An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below.
   1.2 The Tender materially complies with the scope / specifications of the Tender.
   1.3 The Tender meets the threshold set for Quality / functionality criteria.
   1.4 The Tender contains a priced offer.

2. Supplier Development (SD)

4.1. The Tenderer fully and properly completes and signs the Supplier Development Returnable Schedule T2.2-39. Tenderers accept that failure to commit to allocating a minimum of 5% (Five percent) of contract value; but completing and signing Supplier Development Returnable Schedule T2.2-39; shall result in the Tenderer being deemed non-responsive and therefore eliminated from further evaluation.
3. Functionality/Quality Criteria

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

<table>
<thead>
<tr>
<th>Quality Criteria</th>
<th>Sub-Criteria</th>
<th>Maximum number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(T2.2-7) Management and CV’s of key persons</td>
<td>Tenderer to provide detailed CV’s of Engineers proposed for the project. Scoring will be based on average experience of Engineers in terms of route alignment project costing disciplines assigned to project or similar projects. Tenderer to provide detailed CV’s of GIS / Spatial Planner and Surveyor proposed for the project. Scoring will be based on average experience in terms of route alignment project costing disciplines assigned to project or similar projects. Tenderer to provide detailed CV’s of Senior Engineers proposed for the project. Scoring will be based on ECSA registration with ECSA registration (Pr Eng) and average years of experience in respect of rail engineering and costing projects or similar projects.</td>
<td>40</td>
</tr>
</tbody>
</table>
| T2.2-25: Previous Experience | Tenderers are required to demonstrate their experience in the delivery of similar services, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of Rail Route alignment and Project Costing or similar Projects. Amongst others, the contractor needs to provide information related to the following:  
  - Tenderer has successfully completed at least 6 similar Projects.  
  - 6 written references in a letter head have been provided.  
  - Relevance of experience (comparable/similar | 40                        |
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

| Projects related to the Rail Route Alignment and Project Costing or similar projects.  
• Tenderers to provide Company profile showing previous experience in rail system planning.  

References to substantiate experience indicated showing:  
• Customer name and contact details  
• Project description,  
• Duration and  
• Contract value.  

| T2.2-41 Approach Paper  
The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to the following:  
• Tenderer to provide proposed programme execution plan for each year of the project including delivery of key deliverables  
• Tenderer to provide interpretation of the project objectives and scope of assignment  
• Tenderer to provide study approach and methodology to be followed  
• Tenderer to provide project organogram and composition of team  

| Maximum score  

|  

| The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to the following:  
• Tenderer to provide proposed programme execution plan for each year of the project including delivery of key deliverables  
• Tenderer to provide interpretation of the project objectives and scope of assignment  
• Tenderer to provide study approach and methodology to be followed  
• Tenderer to provide project organogram and composition of team  

| Maximum score  

|  

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

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

• T2.2-7 Management and CVs of Key Persons  
• T2.2-25 Previous Experience  
• T2.2-41 Approach Paper

The minimum number of evaluation points for quality is 60. Tenderers who fail to meet the minimum qualification score for functionality/quality shall be eliminated from further evaluation.
Note: Any tender not complying with the above mentioned stipulations, will be regarded as non-responsive and will therefore not be considered for further evaluation. This must be read in conjunction with Clause F.2.1.

Each evaluation criteria will be assessed in terms of six indicators - scores 0, 20, 40, 60, 80 or 100 will be allocated to each of the criteria based on the indicators contained in the aforementioned schedules, provided that the submission is complete. The scores of each of the evaluators will be moderated (where necessary) averaged, weighted and then totalled to obtain the final score for quality/functionality. (See CIDB Best Practice Guideline #9)

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

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

F2.2.12 No alternative tender offers will be considered

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

Location of tender box

In the lift foyer of the 26th Floor, Carlton Centre Office Block

(TRANSENTR GROUP CAPITAL)

Physical address:

150 Commissioner Street, Johannesburg.

Identification details:

The tender documents must be submitted in sealed envelopes labelled with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description:

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

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

**NO LATE TENDERS WILL BE ACCEPTED**
Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

The tender offer validity period is 12 weeks after the closing date.

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

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

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

The tenderer is required to submit with his tender:

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

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

The time and location for opening of the tender offers are:
Time and Date: **09 July 2018 at 12:00**
Location: 26th Floor, Carlton Centre Office Towers, 150 Commissioner Street, JHB, South Africa

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

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

\[
80 \text{ where the financial value inclusive of VAT of one or more responsive tenders received have a value below } R \ 50 \ 000 \ 000.00
\]

Up to 100 minus \( W_i \) tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference 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. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderer's compliance status;

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

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

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

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

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

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

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

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
T2.2-7: Management & CV's of Key Persons – PSC\(^1\)

Please describe the management arrangements for the Services.

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

1. Tenderer to provide detailed CV’s of Engineers proposed for the project. Scoring will be based on average experience of Engineers in terms of route alignment project costing disciplines assigned to project or similar projects.

2. Tenderer to provide detailed CV’s of Senior Engineers proposed for the project. Scoring will be based on ECSA registration and average experience of Senior Engineers in terms of route alignment project costing disciplines assigned to project or similar projects.

3. Tenderer to provide detailed CV’s of GIS / Spatial Planner and Surveyor proposed for the project. Scoring will be based on average experience in terms of route alignment project costing disciplines assigned to project or similar projects.

\(^1\)NEC3 Professional Services Contract (June 2005)(amended June 2006).
<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Failed to provide information or inadequate information provided to determine a score.</td>
</tr>
<tr>
<td>20</td>
<td>Tenderer to provide detailed CV's of Senior Engineers proposed for the project. Scoring will be based on ECSA registration with ECSA registration (Pr Eng) and 1 to 2 years of experience in respect of rail engineering and costing projects or similar projects. Tenderer to provide detailed CV's of Engineers proposed for the project with 1 year of experience in rail engineering and planning project or similar projects. Tenderer to provide detailed CV's of GIS / Spatial Planner and Surveyor proposed for the project with 1 year of experience in spatial rail route alignment and planning project or similar projects.</td>
</tr>
<tr>
<td>40</td>
<td>Tenderer to provide detailed CV's of Senior Engineers proposed for the project. Scoring will be based on ECSA registration with ECSA registration (Pr Eng) and 3 years of experience in respect of rail engineering and costing projects or similar projects. Tenderer to provide detailed CV's of Engineers proposed for the project with 2 years of experience in rail engineering and planning project or similar projects. Tenderer to provide detailed CV's of GIS / Spatial Planner and Surveyor proposed for the project with 2 years of experience in spatial rail route alignment and planning project or similar projects.</td>
</tr>
<tr>
<td>60</td>
<td>Tenderer to provide detailed CV's of Senior Engineers proposed for the project. Scoring will be based on ECSA registration with ECSA registration (Pr Eng) and 4 to 6 years of experience in respect of rail engineering and costing projects or similar projects. Tenderer to provide detailed CV's of Engineers proposed for the project with 3 to 5 years of experience in rail engineering and planning project or similar projects. Tenderer to provide detailed CV's of GIS / Spatial Planner and Surveyor proposed for the project with 3 to 4 years of experience in spatial rail route alignment and planning project or similar projects.</td>
</tr>
<tr>
<td>80</td>
<td>Tenderer to provide detailed CV's of Senior Engineers proposed for the project. Scoring will be based on ECSA registration with ECSA registration (Pr Eng) and 7 to 10 years of experience in respect of respect of rail engineering and costing projects or similar projects. Tenderer to provide detailed CV's of Engineers proposed for the project with 6 to 10 years of experience rail engineering and planning project or similar projects. Tenderer to provide detailed CV's of GIS / Spatial Planner and Surveyor proposed for the project with 5 to 7 years of experience in spatial rail route alignment and planning project or similar projects.</td>
</tr>
</tbody>
</table>
**Transnet Group Capital**  
**Enquiry Number:** CP0017  
**Scope of Services:** Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

| Score 100 | Tenderer to provide detailed CV’s of Senior Engineers proposed for the project. Scoring will be based on ECSA registration with ECSA registration (Pr Eng) and more than 10 years of experience in respect of spatial rail engineering and costing projects or similar projects.  
Tenderer to provide detailed CV’s of Engineers proposed for the project with more than 10 years of experience in rail engineering and planning project or similar projects.  
Tenderer to provide detailed CV’s of GIS / Spatial Planner and Surveyor proposed for the project with more than 7 years of experience in spatial rail route alignment and planning project or similar projects. |

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

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

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

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

Note to tenderers:
Tenderers are required to demonstrate their experience in the delivery of similar services, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of route alignment and project costing shown through total number of relevant related projects executed by the organisation.

Amongst others, the contractor needs to provide information related to the following:

- Tenderers have successfully completed at least 6 similar Projects.
- 6 written references in a letter head have been provided.
- Relevance of experience (comparable/similar projects) related to the rail route alignment and project costing.
- Tenderers to provide Company profile showing previous experience in rail system planning

References to substantiate experience indicated showing;
- Customer name and contact details
- Project description,
- Duration and
- Contract value.

Index of documentation attached to this schedule:
The table below will be used as guidelines for scoring/evaluating the previous experience submitted by the Tenderer:

<table>
<thead>
<tr>
<th><strong>Previous Experience</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Score 0</strong></td>
<td>Tenderer has not submitted the required information/cannot be rated.</td>
</tr>
<tr>
<td><strong>Score 20</strong></td>
<td>Tenderer has successfully completed at least 1 long term port infrastructure planning projects or similar. 1 written references in a letter head have been provided.</td>
</tr>
<tr>
<td><strong>Score 40</strong></td>
<td>Tenderer has successfully completed at least rail 2 route alignment and project costing projects or similar. 2 written references in a letter head have been provided.</td>
</tr>
<tr>
<td><strong>Score 60</strong></td>
<td>Tenderer has successfully completed at least 3 to 6 rail route alignment and project costing projects or similar. 3 to 6 written references in a letter head have been provided.</td>
</tr>
<tr>
<td><strong>Score 80</strong></td>
<td>Tenderer has successfully completed at least 7 to 10 rail route alignment and project costing projects or similar. 7 to 10 written references in a letter head have been provided.</td>
</tr>
<tr>
<td><strong>Score 100</strong></td>
<td>Tenderer has successfully completed more than 10 rail route alignment and project costing projects or similar. More than 10 written references in a letter head have been provided.</td>
</tr>
</tbody>
</table>

Signed ____________________________  Date ____________________________

Name ____________________________  Position ____________________________

Tenderer ____________________________
T2.2-41: Evaluation Schedule: Approach Paper

The approach paper must respond to the scope and outline the proposed approach / methodology including that relating to the following:

1. Bidder to provide proposed programme execution plan for each year of the project including delivery of key deliverables
2. Bidder to provide interpretation of the project objectives and scope of assignment
3. Bidder to provide study approach and methodology to be followed
4. Bidder to provide project organogram and composition of team

The scoring of the approach paper will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>Bidder to provide programme, methodology, organogram and interpretation of the project objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 0</td>
<td>No execution plan</td>
</tr>
<tr>
<td>Score 20</td>
<td>Execution plan showing logical delivery of 1 component of deliverables, Poor Interpretation, generic Methodology and organogram</td>
</tr>
<tr>
<td>Score 40</td>
<td>Execution plan showing logical delivery of 2 components of deliverables Interpretation partially correct; Methodology and approach is well founded but lacks details; Insufficient project organogram and team composition provided</td>
</tr>
<tr>
<td>Score 60</td>
<td>Execution plan showing logical delivery of 3 to 6 components of deliverables Interpretation correct and meet the minimum requirements; Methodology and approach is well founded and meets the minimum requirements Project organogram and team composition meet the minimum requirements</td>
</tr>
<tr>
<td>Score 80</td>
<td>Execution plan showing logical delivery of 7 to 9 components of deliverables; Interpretation correct and exceed the minimum requirements; Methodology and approach is well founded and has sufficient details; Sufficient project organogram and team composition provided</td>
</tr>
<tr>
<td>Score 100</td>
<td>Execution plan showing logical delivery of 10 or more components of deliverables; Excellent Interpretation and exceed the minimum requirements; Methodology and approach is well founded and has excellent details; Sufficient project organogram and team composition provided</td>
</tr>
</tbody>
</table>

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

Signed                                               Date

Name                                                                                                                                 Position

Tenderer
T2.2-3: Risk Elements

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

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

Signed

Date

Name

Position

Tenderer
T2.2-8: Schedule of Proposed Sub-Consultants

We notify you that it is our intention to employ the following Sub-consultants for service in this contract.

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

<table>
<thead>
<tr>
<th>Name and address of proposed Sub-consultants</th>
<th>Nature and extent of service</th>
<th>Previous experience with Sub-consultants</th>
<th>B-BBEE Level Certificates to be attached</th>
<th>Value of Sub-consulted Service (excl. 15% Vat)</th>
<th>% Ownership Black Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>5.</td>
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<td>6.</td>
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</tbody>
</table>

Signed

Date

Name

Position

Tenderer

September 2016

Part T2: Returnable Schedules
T2.2-9: Insurance provided by the **Consultant**

Clause 81.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006 and April 2013) requires that the **Consultant** 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 **Consultant** is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer’s rates and prices.

<table>
<thead>
<tr>
<th>Insurance against (See clause 81.1 of the PSC)</th>
<th>Minimum amount stated in the Contract Data &amp; Name of Insurance Company</th>
<th>Cover</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liability of the <strong>Consultant</strong> for claims made against him arising out of his failure to use the skill and dare normally used by professionals providing services similar to the services</td>
<td>The amount stated in the Contract Data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to a person (not an employee of the <strong>Consultant</strong>) or loss of or damage to property resulting from an action or failure to take action by the <strong>Consultant</strong></td>
<td>The amount stated in the Contract Data for any one event</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to employees of the <strong>Consultant</strong> arising out of and in the course of their employment in connection with this contract</td>
<td>The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Other)

---

Signed

Date

Name

Position

Tenderer

September 2016
T2.2-14: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors
B. Certificate for Partnership

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

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

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

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

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

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

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

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

Signed ____________________________ Date ____________________________

Name ____________________________ Position Sole Proprietor
T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

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

<table>
<thead>
<tr>
<th>Held at:</th>
<th>26th Floor, Tritonia Boardroom</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transnet Group Capital</td>
</tr>
<tr>
<td></td>
<td>150 Commissioner Street</td>
</tr>
<tr>
<td></td>
<td>Johannesburg</td>
</tr>
<tr>
<td></td>
<td>2000</td>
</tr>
<tr>
<td>On (date)</td>
<td>08 June 2018</td>
</tr>
<tr>
<td>Starting time</td>
<td>10:00 am</td>
</tr>
</tbody>
</table>

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the 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's Representative to request clarification of the tender documents until no later then five working days before the tender closing time stated in the Tender Data.
Transnet Group Capital
Enquiry Number: CP0017
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years

**Particulars of person(s) attending the meeting:**

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date &amp; time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfred Matsepe</td>
<td></td>
<td>08 June 2018 at 12:00 am</td>
</tr>
<tr>
<td>Capacity</td>
<td>Procurement Lead</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
T2.2-16: Record of Addenda to Tender Documents

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<td>4</td>
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<tr>
<td>9</td>
<td></td>
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<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer
T2.2-17: Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise: .................................................................
Section 2: VAT registration number, if any: ...........................................
Section 3: CIDB registration number, if any: ...........................................

Section 4: Particulars of sole proprietors and partners in partnerships

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

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

Section 5: Particulars of companies and close corporations

Company registration number ..........................................................
Close corporation number .............................................................
Tax reference number .................................................................

September 2016

Page 1 of 4
Section 6: Record in the service of the state

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

☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature

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

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

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

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

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

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

*Insert separate page if necessary
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years

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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T2.2-31 Supplier Integrity Pact

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

SUPPLIER INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

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

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

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

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

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

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

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

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

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

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

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

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

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

d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 INDEPENDENT BIDDING

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

   a) has been requested to submit a Bid in response to this Bid invitation;
   b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
   c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

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

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

   a) prices;
   b) geographical area where Goods or Services will be rendered [market allocation];
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a Bid;
   e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
   f) bidding with the intention of not winning the Bid.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

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

5 DISQUALIFICATION FROM BIDDING PROCESS

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

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

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

6 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

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

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

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

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

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

   a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
   b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
   c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
   d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
   e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
   f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
      (i) he made the statement in good faith honestly believing it to be correct; and
      (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
   g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
   h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

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

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder /
8 SANCTIONS FOR VIOLATIONS

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

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

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

c) Recover all sums already paid by Transnet;

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

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

a) Private gain or advancement; or

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;

b) **Perjury**: where a supplier make a false statement either in giving evidence or on an affidavit;

c) **Scurrilous allegations**: where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

d) **Abuse of court process**: when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 **GENERAL**

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.

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

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

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties’ knowledge and belief, the information provided in this Integrity Pact is true and correct.

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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 Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) years ("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

__________________________  __________________________

Name  Position

Tenderer
Transnet Group Capital  
Enquiry number: CP0017  
Scope of Services: Provision of a Spatial Railway alignment and Project Costing Services for a Period of Three (3) Years

T2.2-34: SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE 'that does not qualify for 51% of black ownership, are required to
Transnet Group Capital  
Enquiry number: CP0026.01  
Scope of Services: Provision of Long Term Planning Studies for Pipeline Development

submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee’s tax.

5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

7. As per the communique dated 04 March 2016 addressed to the Members of the IRBA, as of 30 September 2016, the IRBA will no longer be the 'Approved Regulatory Body' as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).
**Important Notice:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at [https://secure.csd.gov.za/](https://secure.csd.gov.za/) before applying to Transnet.

CSD Number (MAAA xxxxxxx):

<table>
<thead>
<tr>
<th>Form of Entity</th>
<th>CC</th>
<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-profit</td>
<td>Personal</td>
<td>State Owned Co</td>
<td>National Govt</td>
<td></td>
<td>Provincial Govt</td>
<td>Local Govt</td>
</tr>
<tr>
<td>(NPO’s or NPC)</td>
<td>Liability Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Institution</td>
<td>Specialised</td>
<td>Financial Institution</td>
<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
<td></td>
</tr>
</tbody>
</table>

Did your company previously operate under another name?  
Yes  No

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

<table>
<thead>
<tr>
<th>Form of Entity</th>
<th>CC</th>
<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Non-profit</td>
<td>Personal</td>
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<td>National Govt</td>
<td></td>
<td>Provincial Govt</td>
<td>Local Govt</td>
</tr>
<tr>
<td>(NPO’s or NPC)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Institution</td>
<td>Specialised</td>
<td>Financial Institution</td>
<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
<td></td>
</tr>
</tbody>
</table>

**Your Current Company’s VAT Registration Status**

<table>
<thead>
<tr>
<th>VAT Registration Number</th>
</tr>
</thead>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>Company Contact Person Name</th>
<th>Designation</th>
<th>Telephone</th>
</tr>
</thead>
</table>

*September 2016*
Transnet Group Capital  
Enquiry number: CP0026.01  
Scope of Services: Provision of Long Term Planning Studies for Pipeline Development

<table>
<thead>
<tr>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Is your company a Labour Broker?  
Yes | No

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

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

Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.

<table>
<thead>
<tr>
<th>Most recent Financial Year’s Annual Turnover</th>
<th>&lt;R10 Million</th>
<th>&gt;R10 Million</th>
<th>&lt;R50 Million</th>
<th>&gt;R50 Million</th>
</tr>
</thead>
</table>

Does your company have a valid B-BBEE certificate?  
Yes | No

Please indicate your Broad Based BEE status (Level 1 to 9):  
1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9

Majority Race of Ownership  

<table>
<thead>
<tr>
<th>% Black Ownership</th>
<th>% Black Women Ownership</th>
<th>% Black Disabled person(s) Ownership</th>
<th>% Black Youth Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>% White Ownership</td>
<td>% Indian Ownership</td>
<td>% Coloured Ownership</td>
<td></td>
</tr>
</tbody>
</table>

Please Note: Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in Appendix C and D respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician’s letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.

Supplier Development Information Required

<table>
<thead>
<tr>
<th>EMPOWERING SUPPLIER</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST TIME SUPPLIER</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT PLAN</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>DEVELOPMENT PLAN DOCUMENT</td>
<td>* If Yes- Attach supporting documents</td>
<td></td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>GRADUATION FROM ED TO SD BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT RECIPIENT</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

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

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

Stamp And Signature Of Commissioner Of Oaths

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

Affidavit or Solemn Declaration

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

Signature: ____________________________________________

Designation: ____________________________________________

Date: ____________________________________________

Commissioner of Oaths

Thus signed and sworn to before me at ____________________________ on this the ______ day of ____________________________ 20______,

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

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

I, the undersigned, ________________________________

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

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

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

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

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

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

| 100% black owned | Level One (135% B-BBEE procurement recognition) |
| More than 51% black owned | Level Two (125% B-BBEE procurement recognition) |
| Less than 51% black owned | Level Four (100% B-BBEE procurement recognition) |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature ........................................................................................................

Date ............................................................................................................................

Commissioner of Oaths

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

Name & Surname................................................................. Signature & Stamp
SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned, __________________________

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

Hereby declare under oath as follows:

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

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<td>Enterprise Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
</tr>
</tbody>
</table>

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

3. I hereby declare under Oath that:
   - The Enterprise is ____________% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is ____________% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
The enterprise is ____________% Black Youth owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

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

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

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

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

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

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

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

Deponent Signature

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

Date

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

Commissioner of Oaths

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

Name and Surname

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

Signature & Stamp

...........................................................
T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: ________________________________

We ________________________________ do hereby certify that:

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

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

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

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

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

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

ADDRESS: __________________________________________

____________________________________________________

____________________________________________________

Indicate nature of relationship with Transnet:

____________________________________________________

____________________________________________________

____________________________________________________

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

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

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

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

SIGNED at ______________________ on this _____ day of ___________________ 20___

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

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

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

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

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

<table>
<thead>
<tr>
<th>Place:</th>
</tr>
</thead>
</table>
Transnet Group Capital
Enquiry Number: CP0017
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years

T2.2-38 : DECLARATION OF UNDERSTANDING (Environmental and Safety)

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

I, ____________________________________________________________________________

(Name) (Designation)

(Representing)

Declare that I have read and understand the contents of the Construction Environmental Management Plan (ENV-STD-001 Rev02) refer to Annexure C – Environmental, and associated documents for the above mentioned Project and Contract.

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

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

Witness 1: ______________________________________________________________________

Signature ______________________________________________________________________

Date ______________________________________________________________________

Witness 2: ______________________________________________________________________

Signature ______________________________________________________________________

Date ______________________________________________________________________
T2.2-39: SUPPLIER DEVELOPMENT PRE-QUALIFICATION CRITERIA:

Respondents are required to indicate whether they agree/do not agree to commit that not less than 5% of the contract value will be spent cumulatively on Supplier Development Initiatives. Failure to agree to this pre-qualification criterion will result in disqualification of a Bid response. This pre-qualification criterion must be discharged against the following Supplier Development categories as outlined in the Supplier Development Value Summary [Annexure B of T2.2-40]:

<table>
<thead>
<tr>
<th>Job Creation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skills Development</td>
</tr>
<tr>
<td>Local Economic Development &amp; Sustainability</td>
</tr>
</tbody>
</table>

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

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

I/We do hereby agree to the following should I/we fail to meet the required commitments in relation to SD:

Non-Compliance Penalties:

a) If the Supplier fails, at any agreed milestone, to achieve its commitments under and in accordance with the Supplier Development Implementation Plan ("a Non-Compliance"), the Supplier shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance as set out in paragraph (e) below. The penalties shall be imposed per milestone measurement or for non-delivery of committed values.

b) Respondents are to note that Transnet will determine the size of the entity (i.e. EME, QSE and Large) and the applicable Non-compliance Penalties annually based on the Supplier’s turnover in the year the penalty applies.

c) Failure to adhere to the milestones and targets defined in an Implementation Plan shall result in the invocation of financial penalties. To the extent that the ⊗Actual Supplier Development Spend is lower than the ⊗Required Supplier Development Spend (or the ⊗Adjusted Required
Supplier Development Spend, as the case may be), the Supplier shall be liable for Penalties calculated which is the difference in value between the Actual Supplier Development Spend and the Required Supplier Development Spend (or the Adjusted Required Supplier Development Spend, as the case may be) plus an additional percentage as indicated in the Table under paragraph e) below. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Supplier Development Implementation Plan in accordance with the table below.

d) Breach of SD obligations also provide Transnet cause to terminate the contract in certain cases where material milestones are not being achieved.

e) **Table: SD Non Compliance Penalties**

In relation to Supplier Development Implementation Plan, Non Compliance Penalties shall apply as follows:

<table>
<thead>
<tr>
<th>Company Size</th>
<th>SD Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large Measured Entities (LME)</td>
<td>The difference in value between the committed and delivered SD value plus an additional 10% (ten per cent) of such difference</td>
</tr>
<tr>
<td>Qualifying Small Enterprise (QSE)</td>
<td>The difference in value between the committed and delivered SD value plus an additional 5% (five per cent) of such difference</td>
</tr>
<tr>
<td>Exempted Micro Enterprises (EME)</td>
<td>The difference in value between the committed and delivered SD value plus an additional 3% (three per cent) of such difference</td>
</tr>
</tbody>
</table>

For the purposes of this paragraph –

- Actual Supplier Development Spend means the monetary value of SD initiatives actually delivered by the Supplier during the period under review;
- Required Supplier Development Spend means the monetary value of SD obligations that the Supplier has agreed to deliver during the period under review;
- Adjusted Required Supplier Development Spend means any adjustment to the Required SD spend as agreed to between the parties, reduced to writing and signed by the parties.

**Non-compliance Penalty Certificate:**

f) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.

g) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Supplier disputes any of the amounts set out in a Non-compliance Penalty Certificate:
- the dispute shall be resolved in accordance with the provisions of the Agreement; and
• if pursuant to that referral, it is determined that the Supplier owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Supplier shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

h) Subject to Clause (g) above, the Supplier shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Supplier for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Supplier for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.

i) The Supplier shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.

j) Should the Supplier fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Supplier from the account of the Supplier in the ensuing month.

SIGNED at ________________________ on this _____ day of ___________________ 20____

__________________________________________________________
SIGNATURE OF WITNESS

__________________________________________________________
SIGNATURE OF RESPONDENT
T2.2-40: Returnable Schedule - Transnet Supplier Development

1.0 Aim and Objectives:

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

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

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

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

2.0 Tenderer Requirements:

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

3.0 Supplier Development:

To aid its implementation of SD, Transnet has adapted an existing framework from the Department of Public Enterprises (DPE). This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier development initiatives aim to build local suppliers that are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC³) Supplier Development Classification Matrix. For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives please refer to Transnet’s SD Guideline Document for completion of the SD Plan in Annexure A. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This tender has been identified as a Focused which involves lower industrial leverage and high value.

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Transnet fully endorses and supports Government’s New Growth Path Policy which aims to create five million jobs by the year 2020. Accordingly, the consultant shall submit Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy and how an appointment in terms of this agreement would assist the policy in achieving its objectives.

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

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

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

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

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

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

Attached herewith the following documentation:

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

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

- **SD Plan Template – Annexure B**

  Note:

  - Should a JV be envisaged, the principal respondent is required to submit the required response as indicated above.

Signed ____________________________________________________________________________ Date ____________________________________________________________________________

Name ______________________________________________________________________________ Designation ____________________________________________________________________________

Tenderer ________________________________________________________________________________
Annexure A

GUIDELINES FOR COMPLETION OF A SUPPLIER DEVELOPMENT PLAN

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2 BACKGROUND AND GUIDANCE ON THE SUPPLIER DEVELOPMENT OBJECTIVES FOR SOUTH AFRICA ...... 5
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Note
For the purposes of this document, any reference to a/the “Service Provider” shall be construed to mean a reference to a Respondent (in terms of this RFT) and/or to a successful Respondent (to whom the business is to be awarded), as so indicated by the context hereinafter.
WHAT IS SUPPLIER DEVELOPMENT?

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

BACKGROUND AND GUIDANCE ON THE SUPPLIER DEVELOPMENT OBJECTIVES FOR SOUTH AFRICA

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

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

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

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

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

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

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

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

![IC3 Supplier Development Classification Matrix](image)

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

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

**Programmatic**

Programmatic initiatives follow a longer than normal planning horizon and generally exceed the funding capacity of Transnet’s balance sheet. They are identified either in the Industrial Policy Action Plan II (IPAP II) or through the SOC as a strategic fleet. Collaboration between the SOC and Government is achieved through focused task teams whereby infrastructure development and industrialisation is achieved through joint support and in some cases public spending. Investment is focused in plant, technology and skills in both intermediate and advanced capabilities to develop competitive advantage.
Strategic
Strategic initiatives follow a three to five year planning horizon, involving investment in at least plant, technology and/or skills in intermediate capabilities. This enforces the need for multinational corporations and Original Equipment Manufacturers (OEMs) to develop a certain percentage of their products locally. Strategic initiatives can therefore be used to achieve localisation objectives by increasing the competitiveness, capability and efficiency of local suppliers. Strategic initiatives can sometimes focus on advanced capabilities but will in most cases require Government support to develop local capability.

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

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

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

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

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

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

Key Outcomes -
- Industrialisation/localisation;
- Technology transfer;
- Skills development.
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**Strategic**
The main objective of Strategic transactions is to leverage local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base. In response to these objectives the following are the specific focus areas and key outcomes applicable:

**Strategic Focus Areas** -
- Transfer of technology and innovation to local suppliers from foreign OEM’s;
- Skills development related to the industry;
- Development of local companies aligned to empowerment objectives.

**Key Outcomes** -
- Localisation;
- Increased technology transfer;
- Skills development;
- Job creation

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

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

**Key Outcomes** -
- Empowerment;
- Skills development;
- Rural development;
- Job creation

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

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

Key Outcomes -

- Empowerment;
- Rural development;
- Skills development;
- Job creation

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

SUPPLIER DEVELOPMENT CATEGORY DEFINITIONS AND HIGH LEVEL DESCRIPTIONS

Industrialisation

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

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

Regional Spend

Refers specifically to industrial capability building that focuses on value-add activities of the local industry through manufacturing or service-related functions.
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<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value of local parts in relation to a bill of materials</td>
<td>Planned monetary value of the local parts utilised in a bill of materials (as a percentage of the total spend)</td>
</tr>
<tr>
<td>Value spent on local suppliers</td>
<td>Planned percentage monetary value spend on procurement of goods and services from SA suppliers</td>
</tr>
<tr>
<td>Number of local suppliers in the supply chain</td>
<td>Number of South African suppliers that are to be utilised in the fulfilment of a contract</td>
</tr>
</tbody>
</table>

**Technology transfer/sustainability**

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology transfer including:</td>
<td></td>
</tr>
<tr>
<td>➢ Methods of manufacturing</td>
<td>➢ Introduction of a new/improved method of manufacturing</td>
</tr>
<tr>
<td>➢ Introduction of new technologies</td>
<td>➢ Provision of new technologies:</td>
</tr>
<tr>
<td>➢ IP transfer (number and value)</td>
<td>➢ For processes</td>
</tr>
<tr>
<td></td>
<td>➢ ICT</td>
</tr>
<tr>
<td></td>
<td>➢ The provision of patents, trademarks and copyrights</td>
</tr>
<tr>
<td>Number of local suppliers to be evaluated for integration into the OEM supply chain</td>
<td>An indication of the number of South African suppliers that an OEM/Service Provider plans to evaluate for possible inclusion into its supply chain, should it meet the requirements</td>
</tr>
</tbody>
</table>

**Skills Development**

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

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

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

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

Small Business Promotion

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

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

**Rural Development/Integration**

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

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

**Market Intelligence Assistance**

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

Company's current business situation -
- Plans for the business and capabilities to manage their fulfilment
- Ability to generate business
- Employee relationships
- Developing new markets
- Developing products and services
- Managing money

The UNIDO benchmarking tool provides a basic framework through which an understanding of the South African market can be established. Whilst the list of criteria may not be exhaustive, Service Providers are free to meet with UNIDO to further understand how they can work together to develop a deeper understanding of the market and the SD opportunities available.

GOVERNMENT POLICY DOCUMENTS

<table>
<thead>
<tr>
<th>Reference</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIPP</td>
<td>[<a href="http://www.the">http://www.the</a> dti.gov.za/industrial_development/nipp.jsp](<a href="http://www.the">http://www.the</a> dti.gov.za/industrial_development/nipp.jsp)</td>
</tr>
</tbody>
</table>

OTHER REFERENCE WEBSITES

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

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

**Enterprise Development (ED)**
An element contained within the B-BBEE scorecard whereby a Measured Entity can receive recognition for any Qualifying Enterprise Development Contributions towards Exempted Micro-Enterprises or Qualifying Small Enterprises which are 50% black owned or 30% black woman owned. Enterprise Development Contributions consists of monetary and non-monetary, recoverable and non-recoverable contributions actually initiated in favour of a beneficiary entity by a measured entity with the specific objective of assisting or accelerating the development, sustainability and ultimate financial independence of the beneficiary. This is commonly accomplished though the expansion of a beneficiaries financial and/ or operation capacity.

**Industrial Policy Action Plan II (IPAPII)**
The implementation plan for the National Industrial Policy Framework (NIPF) which details key action plans (KAPs) and timeframes for the implementation of industrial policy actions in line with the NIPF.

**Integrated Supply Chain Management (ISCM)**
Refers to an integrated “one supply chain management” strategy within Transnet which has been developed with Centres of Excellence (COEs) with cross-functional teams comprising divisional and corporate task team members, to deliver value through improved efficiencies and compliance with the regulatory environment.

**New Growth Path (NGP)**
Developed by the Economic Development Department tabled in January 2010 frames a new approach to unlocking economic growth by knitting together the IPAP2 as well as policies and programmes in rural development, agriculture and, sciences & technology, education, skills development, labour, mining and beneficiation, tourism and social development with the aim to target limited capital and capacity at activities that maximise the creation of decent work opportunities. Key indicators include: Quality job creation, Youth employment, Labour intensive growth, and Equity.
Original Equipment Manufacturer (OEM)  
Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services.

Socio-economic Development  
Refers to development which addresses social and economic aspects such as job creation, poverty reduction and increased national value add and which not only focuses on the business's financial bottom line.

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

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

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

Supplier Development Plan *(Refer to guide above to populate)*

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

For the purposes of completing the SD Value Indicators, where applicable Tenderers must calculate their SD commitments as a percentage (%) of their estimated total value of the contract over the Contract Period¹

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

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

¹ "Contract Period" means a period of _____________ years from the effective date of the contract.
<table>
<thead>
<tr>
<th>Description</th>
<th>Job Title</th>
<th>Race</th>
<th>Gender</th>
<th>Target Number</th>
<th>Youth (Yes/No)</th>
<th>Disabled (Yes/No)</th>
<th>Target Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>The potential for Job Creation directly due to the award of this business,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>allows for assessment of your Company’s intentions in terms of the Governments</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>objective to increase labour absorption, focusing on unskilled, semi-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>skilled and local labour</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL VALUE OF JOB CREATION | R |

September 2016
### Supplier Development Category 2: Skills Development

<table>
<thead>
<tr>
<th>Description</th>
<th>Course Name / Description</th>
<th>Training Type (i.e. Bursaries, Learnerships, In-house Training, Formal Degree etc.)</th>
<th>Race &amp; Gender</th>
<th>Occupational Levels of Trainees</th>
<th>Target Number of Trainees</th>
<th>Costs / Value of Training (Ex VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future Skills Transfer within the industry with an emphasis on the accumulation of knowledge and experience, which will occur as a result of this transaction</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL (Ex VAT)** R

---

Transnet Group Capital
Enquiry Number: CP0017
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years
**Supplier Development Categories 3: Local Economic Development & Sustainability**

<table>
<thead>
<tr>
<th>Name of the SD initiative</th>
<th>Description</th>
<th>Location from Site / Town</th>
<th>Percentage Black Beneficiaries</th>
<th>Target Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>% R</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>% R</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>% R</td>
<td></td>
</tr>
</tbody>
</table>

**Total (Ex VAT)** R
Supplier Development Plan Declaration

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

<table>
<thead>
<tr>
<th>Supplier Development Initiative</th>
<th>Category</th>
<th>Value (excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Creation</td>
<td>1</td>
<td>R</td>
</tr>
<tr>
<td>Skills Development</td>
<td>2</td>
<td>R</td>
</tr>
<tr>
<td>Local Economic Development &amp; Sustainability</td>
<td>3</td>
<td>R</td>
</tr>
</tbody>
</table>

**TOTAL OF THE SD COMMITMENT, ZAR (1 + 2 + 3 ) Addition of all categories**

| TOTAL TENDER VALUE (Excluding VAT)                | R        |

**SD COMMITMENT EXPRESSED, AS A PERCENTAGE (%) OF THE TENDER VALUE**

| 1 + 2 + 3 / Tender Value                         | %        |

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

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

Tenderer Signature

______________________________

Date

______________________________

Name

______________________________

Position

September 2016

Page 23 of 23

Transnet supplier development
T2.2-40: Returnable Schedule
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
Transnet Group Capital
Enquiry Number: CP0017
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years

T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM
(SBD 6.1)

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


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50m (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50m (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
<th>PRICE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>Total points for Price and B-BBEE must not exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td></td>
<td>20</td>
<td>100</td>
</tr>
</tbody>
</table>

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

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

2. DEFINITIONS

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

(b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

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

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

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

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

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

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

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

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

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

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

(n) "person" includes a juristic person;

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

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

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

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

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

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

3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.
3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

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

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

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

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20

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

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

Where

\( Ps \) = Points scored for comparative price of bid under consideration

\( Pt \) = Comparative price of bid under consideration

\( P_{\text{min}} \) = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing
annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

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

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

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

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

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

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

[ ] YES [ ] NO
Transnet Group Capital
Enquiry Number: CP0017
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years

8.1.1 If yes, indicate:
   i) What percentage of the contract will be subcontracted.................................%  
   ii) The name of the sub-contractor……………………………………………………
   iii) The B-BBEE status level of the sub-contractor……………………………………
   iv) Whether the sub-contractor is an EME.

   *(Tick applicable box)*  

   YES  NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

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

9.4 TYPE OF COMPANY/ FIRM

[ ] Partnership/Joint Venture / Consortium
[ ] One person business/sole propriety
[ ] Close corporation
[ ] Company
[ ] (Pty) Limited

*TICK APPLICABLE BOX*

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

9.6 COMPANY CLASSIFICATION

[ ] Manufacturer
[ ] Supplier
[ ] Professional service provider
[ ] Other service providers, e.g. transporter, etc.

*TICK APPLICABLE BOX*

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

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

<table>
<thead>
<tr>
<th>WITNESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ...............</td>
</tr>
<tr>
<td>2. ...............</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE: ..........................</td>
</tr>
<tr>
<td>ADDRESS: ........................</td>
</tr>
<tr>
<td>..................................</td>
</tr>
</tbody>
</table>
T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

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

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

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where Services will be rendered [market allocation];
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a Tender;
   e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
   f) Tendering with the intention not winning the Tender.
Transnet Group Capital
Enquiry Number: CP0017
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.

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

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

SIGNED at ______________________ on this _____ day of ______________20__

______________________________
SIGNATURE OF WITNESS
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a period of Three (3) Years  

**T2.2-52: ANNEXURE C: B-BBEE IMPROVEMENT PLAN**

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which the elements of their B-BBEE scorecard will be maintained or improved over the contract period. This intent is to be submitted with their Bid proposal in the form of a B-BBEE Improvement Plan.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

<table>
<thead>
<tr>
<th>OWNERSHIP INDICATOR</th>
<th>Required Responses</th>
<th>Current Status (%)</th>
<th>Future Target (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The percentage of the business owned by Black&lt;sup&gt;1&lt;/sup&gt; persons.</td>
<td>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. The percentage of your business owned by Black women.</td>
<td>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. The percentage of the business owned by Black youth&lt;sup&gt;2&lt;/sup&gt;</td>
<td>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. The percentage of the business owned by Black persons living with disabilities</td>
<td>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. New Entrants&lt;sup&gt;3&lt;/sup&gt; (Early stage business)</td>
<td>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

<sup>1</sup> "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003  
<sup>2</sup> "Black youth" means Black persons from the age of 16 to 35  
<sup>3</sup> "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

---

Respondent’s Signature

Date & Company Stamp

T2.2-52: B-BBB Improvement Plan
### MANAGEMENT CONTROL INDICATOR

<table>
<thead>
<tr>
<th>Required Responses</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6. The percentage of Black Board members in relation to the total number of Board members</strong></td>
<td>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td><strong>7. The percentage of Black female Board members in relation to the total number of Board members</strong></td>
<td>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td><strong>8. Black Executives directors as a percentage of all executive directors</strong></td>
<td>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td><strong>9. Black female Executives directors as a percentage of all executive directors</strong></td>
<td>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</td>
<td></td>
</tr>
</tbody>
</table>

### Other Executive Management

<table>
<thead>
<tr>
<th>Required Response</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10. Black Executive Management as a percentage of all executive directors</strong></td>
<td>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td><strong>11. Black Female Executive Management as a percentage of all executive directors</strong></td>
<td>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</td>
<td></td>
</tr>
</tbody>
</table>

### Senior Management

<table>
<thead>
<tr>
<th>Required Response</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>12. Black employees in Senior Management as a percentage of all senior management</strong></td>
<td>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</td>
<td></td>
</tr>
<tr>
<td><strong>13. Black female employees in Senior Management as a percentage of all senior management</strong></td>
<td>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business.</td>
<td></td>
</tr>
</tbody>
</table>
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

<table>
<thead>
<tr>
<th>Middle Management</th>
<th>Required Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Black employees in Middle Management as a percentage of all middle management</td>
<td>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</td>
</tr>
<tr>
<td>15. Black female employees in Middle Management as a percentage of all middle management</td>
<td>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Junior Management</th>
<th>Required Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>16. Black employees in Junior management as a percentage of all junior management</td>
<td>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</td>
</tr>
<tr>
<td>17. Black female employees in Junior management as a percentage of all junior management</td>
<td>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employees with disabilities</th>
<th>Required Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Black employees with disabilities as a percentage of all employees</td>
<td>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PREFERENTIAL PROCUREMENT INDICATOR</th>
<th>Required Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. B-BBEE procurement spend</td>
<td>Provide a commitment based on the extent</td>
</tr>
</tbody>
</table>
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>19.</td>
<td>B-BBEE procurement spend from all Empowering Suppliers* based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</td>
<td>to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</td>
<td>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend</td>
<td>Provide a commitment based on the extent to which B-BBEE spend from EMES would be sustained or increased over the contract period</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</td>
<td>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</td>
<td>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>B-BBEE Procurement Spent from Designated Group*</td>
<td>Provide a commitment based on the extent to which spend from suppliers from</td>
<td></td>
</tr>
</tbody>
</table>

---

* "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:
  - At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.
  - Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.
  - At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.
  - Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMES and QSEs beneficiaries to increase their operation or financial capacity.

* "Designated Groups" means:
  - unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
  - black people who are youth as defined in the National Youth Commission Act of 1996;

---

Respondent's Signature  
Date & Company Stamp  
T2.2-52: B-BBB Improvement Plan
<table>
<thead>
<tr>
<th>Suppliers that are at least 51% Black owned</th>
<th>Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUPPLIER DEVELOPMENT INDICATOR</strong></td>
<td><strong>Required Response</strong></td>
</tr>
<tr>
<td>25. Annual value of all Supplier Development Contributions made by the Measured entity as a percentage of the target</td>
<td>Provide a commitment based on the percentage in your organisation’s annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</td>
</tr>
<tr>
<td><strong>ENTERPRISE DEVELOPMENT INDICATOR</strong></td>
<td><strong>Required Response</strong></td>
</tr>
<tr>
<td>26. The organisation’s annual spend on Enterprise Development as a percentage of Net Profit after Tax [NPAT]</td>
<td>Provide a commitment based on the retention or increase in your organisation’s annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</td>
</tr>
</tbody>
</table>

c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
d) black people living in rural and under developed areas; and
e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

6 "Supplier Development" means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:
   (a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.
   Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet’s Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

7 "Enterprise Development" means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:
   (a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;
Transnet Group Capital
Enquiry Number: CP0017
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

C1.1 Form of Offer & Acceptance

Offer

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

Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

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

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

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

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

Signature(s)

Name(s)

Capacity

For the Consultant:

(Insert name and address of organisation)

Name & signature of witness

Tenderer's CIDB registration number:

N/A

September 2016

Page 1

Part C1.1. Form of Offer & Acceptance
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years  

Acceptance  

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

The terms of the contract, are contained in:

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Agreements and Contract Data, (which includes this Form of Offer and Acceptance)</td>
</tr>
<tr>
<td>C2</td>
<td>Pricing Data</td>
</tr>
<tr>
<td>C3</td>
<td>Scope of Services</td>
</tr>
</tbody>
</table>

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Consultant receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)  
______________________________  
Name(s)  
______________________________  
Capacity  
______________________________  
for the Employer  
Transnet SOC Ltd  
150 Commissioner Street  
Johannesburg  
2001

Name & signature of witness  
______________________________  
Date  
______________________________

September 2016
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

### Schedule of Deviations

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

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

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

**For the Consultant:**

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

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

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

<table>
<thead>
<tr>
<th>On behalf of</th>
<th><em>(Insert name and address of organisation)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transnet SOC Ltd</td>
</tr>
<tr>
<td></td>
<td>150 Commissioner Street</td>
</tr>
<tr>
<td></td>
<td>Johannesburg 2001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name &amp; signature of witness</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**For the Employer:**
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

C1.2 Contract Data

Part one - Data provided by the Employer

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options</td>
<td></td>
</tr>
</tbody>
</table>

| G: | Term contract |
| W1: | Dispute resolution procedure |
| X2 | Changes in the law |
| X7: | Delay damages |
| X9: | Transfer of rights |
| X10 | *Employer's Agent* |
| X11: | Termination by the *Employer* |
| X18: | Limitation of liability |
| Z: | *Additional conditions of contract* |

of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)

10.1 The *Employer* is (Name): Transnet SOC Ltd (Registration No. 1990/000900/30)

Address
Registered address:  
Carlton Centre  
150 Commissioner Street  
Johannesburg  
2001

Having elected its Contractual Address for the purposes of this contract as: Transnet Group Capital  
26th Floor - Carlton Centre  
150 Commissioner  
Johannesburg  
2001

Postal Address:  
P O Box 1048  
Johannesburg  
2000

Tel No.  
(011) 308-4700

---

1 Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009
Fax No. | (011) 308-1382
---|---
11.2(9) | The services are Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years
11.2(10) | The following matters will be included in the Risk Register None
11.2(11) | The Scope is in Part C3.1: The Scope of the Contract Document
12.2 | The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1 | The language of this contract is English
13.3 | The period for reply is 2 (two) weeks
13.6 | The period for retention is 3 (three) years following Completion or earlier termination.

2 The Parties’ main responsibilities

3 Time

31.2 | The starting date is 20 August 2018
11.2(3) | The completion date for the whole of the services is. 19 August 2021
31.1 | The Consultant is to submit a first programme for acceptance within 2 (two) weeks of the Contract Date.
32.2 | The Consultant submits revised programmes at intervals no longer than 3 (Three) months.

4 Quality

40.2 | The quality policy statement and quality plan are provided within 2 (two) weeks of the Contract Date.
41.1 | The defects date is 52 (fifty two) weeks after Completion of the whole of the services.

5 Payment

50.1 | The assessment interval is on the On the 18th (eighteenth) day of each successive month.
30.3 | The expenses stated by the Employer are

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economy air fares</td>
<td>Charged at proven costs</td>
</tr>
<tr>
<td>Car hire not exceeding group B</td>
<td>Charged at proven costs</td>
</tr>
</tbody>
</table>
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

---

51.1 The period within which payments are made is

Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.

51.2 The currency of this contract is the

South African Rand (ZAR).

51.5 The interest rate is

the prime lending rate of the Standard Bank of South Africa.

6 Compensation events

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

7 Rights to material

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

8 Indemnity, insurance and liability

81.1 The amounts of insurance and the periods for which the Consultant maintains insurance are

<table>
<thead>
<tr>
<th>Event</th>
<th>Cover</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure by the Consultant to use the skill and care normally used by professionals providing services similar to the services</td>
<td>Professional Indemnity insurance for not less than R2 000 000.00 (Two Million Rand) in respect of each claim, without limit to the number of claims</td>
<td>Failure by the Consultant to use the skill and care normally used by professionals providing services similar to the services</td>
</tr>
<tr>
<td>Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</td>
<td>General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R25 000.00 (Twenty Five Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the Consultant deems desirable in respect of each claim, without limit to the number of claims</td>
<td>Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</td>
</tr>
</tbody>
</table>

---

NEC3 Professional Services Contract
September 2016

C1.2: Contract Data by Employer
### 81.1 The Employer provides the following insurances

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Indemnity insurance in respect of failure of the Consultant</td>
<td>to use the skill and care normally used by Professionals providing</td>
</tr>
<tr>
<td>for the services</td>
<td>services similar to the services</td>
</tr>
<tr>
<td>General Third Party Liability cover in respect of death of or bodily injury</td>
<td>to a person (not an employee of the Consultant) or loss of or damage</td>
</tr>
<tr>
<td>or damage to property resulting from an action or failure to take action by</td>
<td>the Consultant</td>
</tr>
</tbody>
</table>

### 82.1 The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

- For all matters covered under the **Employer's Professional Indemnity (PI)** and **General Third Party Liability** policy's the **Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amount to R2 000 000, 00 (Two Million Rand) PI and R25 000.00 (Twenty Five Thousand) General Third Party Liability, respectively each and every claim. For all matters not covered under the **Employer's Professional Indemnity and General Third Party Liability policies** the **Consultants liability will be limited to the value of the contract.**

### 9 Termination

Additional data clause Z2 (Additional Obligations in respect of termination)
### Data for main Option clause

<table>
<thead>
<tr>
<th>Term contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Consultant prepares forecasts of the total Time Charge and expenses at intervals no longer than 3 (Three) months.</td>
</tr>
</tbody>
</table>

### Data for Option W1

<table>
<thead>
<tr>
<th>The Adjudicator is (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an Adjudicator.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The Adjudicator nominating body is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Association of Arbitrators (Southern Africa)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The tribunal is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arbitration</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The arbitration procedure is</th>
</tr>
</thead>
<tbody>
<tr>
<td>The latest edition of the South African Rules for the Conduct of Arbitrations (Southern Africa)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The place where arbitration is to be held is</th>
</tr>
</thead>
<tbody>
<tr>
<td>Johannesburg, South Africa</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The person or organisation who will choose an arbitrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>• if the Parties cannot agree a choice or</td>
</tr>
<tr>
<td>• if the arbitration procedure does not state who selects an arbitrator, is</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The Chairman of the Association of Arbitrators (Southern Africa)</th>
</tr>
</thead>
</table>

### Data for secondary Option clauses

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

<table>
<thead>
<tr>
<th>The law of the project is</th>
</tr>
</thead>
<tbody>
<tr>
<td>South African Law</td>
</tr>
</tbody>
</table>

### Delay damages

<table>
<thead>
<tr>
<th>Delay damages for late Completion of the whole of the services are</th>
</tr>
</thead>
<tbody>
<tr>
<td>R5 000 per day</td>
</tr>
</tbody>
</table>

### Transfer of rights

| No additional data required for this section of the conditions of contract |

### The Employer's Agent

<table>
<thead>
<tr>
<th>The Employer's Agent is</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imran Karim</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transnet Group Capital</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>29th Floor - Carlton Centre</td>
</tr>
<tr>
<td>150 Commissioner</td>
</tr>
<tr>
<td>Johannesburg</td>
</tr>
<tr>
<td>2001</td>
</tr>
</tbody>
</table>
The authority of the Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the contract.

X18.1 The Consultant's liability to the Employer for indirect or consequential loss is limited to:

Total of the Prices (excl Vat)

X18.2 The Consultant's liability to the Employer for Defects that are not found until after the defects date is limited to:

The cost of correcting the defect

X18.3 The end of liability date is

2 (Two) years after Completion of the whole of the services.

Z Additional conditions of contract

The additional conditions of contract are

Z1 Obligations in respect of Supplier Development Programme (SDP)

Z1.1 It will be a material term of this contract that the Consultant contributes to the Supplier Development Programme promoted by the Department of Public Enterprises of the Government of South Africa, as applied by the Employer. In response to this requirement, the Consultant undertakes to implement the Supplier Development (SD) initiatives as per the Consultant's Supplier Development Plan.

Z1.2 The Consultant's SD Plan constitutes an offer to perform all its SD commitments to a minimum of 5% of the total of the Prices and within the time period/s (every three months), identified by the SD Milestone Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement.

Z1.3 In order to prevent any doubt, the Consultant's SD obligations shall not constitute a separate activity in the bill of quantities. The value of the Consultant's SD commitments shall be included in the total of the Prices to Provide the Services. No specific payment for SD will therefore be made by the Employer.

Z1.4 The milestones for the implementation of SD targets will be every three months after Contract Date. The Project Manager will verify the exact dates, constituting the milestones for SD, by instruction after Contract Date. This instruction will not constitute a compensation event. The Consultant shall in its SD Plan state the Condition (completed value of its total SD commitment) to be met by each SD Milestone Date (every three months).

Z1.5 The Consultant shall provide the Employer with Supplier Development Implementation Plan within 15 days from the signature date of the Contract. The Consultant shall deliver and action its SD commitments as outlined in the SD Implementation Plan, which progress will be reported by the Consultant to the Employer on a monthly basis during the term of the Contract.
The Consultant shall provide to the Employer, upon receiving an instruction to do so, any documentation and/or evidence required by the Employer which in the Employer's opinion would be necessary to verify whether the Consultant has met the Condition of any SD Milestone. The Consultant shall provide the said documentation and/or evidence within the period stated in the instruction. Where the Consultant fails to provide the documentation and/or evidence within the period stated, it will be deemed that the Consultant has failed in full to meet the Condition of the SD Milestone Date in question. The provision of the documentation and/or evidence shall not constitute a compensation event.

If the Consultant fails to achieve any SD milestone Condition, the Consultant shall be liable and pay to the Employer a non-compliance penalty to the value of the full outstanding amount each SD milestone Date Condition not fully met.

The Consultant shall pay the amount due under this clause within 10 days after receipt of an invoice from the Employer, failing which the Employer shall, without prejudice to any other rights of the Employer under this Agreement, be entitled to:

- Claim payment of the non-compliance penalty from the Consultant. The Employer is entitled to deduct this amount not paid by the Consultant from the next assessment of the amount as certified by the Employer's Agent.

The following will be included under core clause 90.1:
In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

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

- commenced business rescue proceedings
- repudiated this Contract

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

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

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

Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

<table>
<thead>
<tr>
<th>Z4</th>
<th>Protection of Personal Information Act</th>
<th>The employer and the Consultant are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z5</td>
<td>Additional Clause Relating to Collusion in the Construction Industry</td>
<td>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting</td>
</tr>
</tbody>
</table>
| Z6 | Obligations in respect of Joint Venture Agreements | Insert the additional core clause 27.5  

**27.5.** In the instance that the Consultant is a joint venture, the Consultant shall provide the employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:  

- A brief description of the Contract and the Deliverables;  
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;  
- The constituents’ interests;  
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;  
- Details of an internal dispute resolution procedure;  
- Written confirmation by all of the constituents:  
  - of their joint and several liability to the Employer to Provide the Works;  
  - identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the Consultant’s representative;  
  - Identification of the roles and responsibilities of the constituents to provide the Works.  
- Financial requirements for the Joint Venture:  
  - the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;  
  - the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.  

<table>
<thead>
<tr>
<th>Nec3 Professional Services Contract</th>
<th>PAGE 8</th>
<th>Part C1</th>
<th>C1.2: Contract Data by Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 2016</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C1.2 Contract Data

Part two - Data provided by the Consultant

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 151 to 159 of the PSC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Consultant is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>22.1</td>
<td>The Consultant’s key persons are:</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>

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

11.2(10) The following matters will be included in the Risk Register

11.2(13) The staff rates are: name/designation rate

---

2 Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009
Transnet Group Capital  
Enquiry Number: CP0017  
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

<table>
<thead>
<tr>
<th>50.3</th>
<th>The expenses stated by the Consultant are</th>
</tr>
</thead>
<tbody>
<tr>
<td>G</td>
<td>Term contract</td>
</tr>
<tr>
<td>11.2(25)</td>
<td>The task schedule is in</td>
</tr>
</tbody>
</table>
PART C2: PRICING DATA

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

C2.1.1 Pricing Instructions

1) The Consultant shall be paid under Option G (Term Service) for services performed.

2) The staff rates are the prices charged for staff and shall include for all the costs to the Consultant, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.

3) The total annual cost of employment of a person is the total amount borne by the Consultant in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; Employer’s contribution to medical aid; group life insurance premiums borne by the Consultant; the Consultant’s contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act.

4) The hourly rates for salaried professional or technical staff (staff rate category 4 in Pricing Schedule) shall not exceed that payable professionally qualified responsible for carrying out the service (staff rate category 3 in Pricing Schedule).

5) The hourly rates for salaried staff include all protective clothing and all standard equipment.

6) The staff rate for casual labour shall include the provision of all protective clothing.

7) Payment to a director or member not providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another relevant category.

8) The staff rates derived from the Pricing Schedule exclude value added tax.

9) The staff rates for categories 1 to 5 when staff travelling more than 1,5 hours from their normal place to or from a jobsite (or vice versa) shall be reduced.

C2.1.2 Expenses

1) A subsistence allowance is an amount intended to cover incidental costs incurred by reason of living away from home, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket expenses that are not paid for in terms of the contract.

2) A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.

3) Travel expenses may only be claimed in respect of the cost of transportation of the Consultant’s staff from their usual place of business to the jobsite, and return from the jobsite to Consultant’s usual place of business.

4) The transportation and accommodation costs and costs for excavation of test pits, boreholes, drilling, testing and sampling and making good, shall be multiplied by a factor to compensate the Consultant for any unrecovered costs associated with these items.

5) All air travel shall be in economy class on a scheduled airline.

6) Accommodation means a
   a) bed and breakfast;
   b) guest house;
   c) self catering; or
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d) hotel having a star rating of 1, 2 or 3
as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

7) Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.

8) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.
C2.2 Pricing Schedule

The staff rates are:

<table>
<thead>
<tr>
<th>No.</th>
<th>Resource</th>
<th>Estimated Hours</th>
<th>Rate per Hour</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td><strong>Rail infrastructure</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1.1</td>
<td>Track Alignment Specialist</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1.2</td>
<td>Senior Engineer</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1.3</td>
<td>Bridge Engineer</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1.4</td>
<td>Cost Engineer</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1.5</td>
<td>Operations, Service Design and Rolling Stock Specialist</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
<td><strong>R</strong></td>
</tr>
</tbody>
</table>

| 5.2 | **Geomaticians**                             |                 |               |       |
| 5.2.1 | GIS and Spatial Planner                      | 150             |               |       |
| 5.2.2 | Surveyor                                    | 250             |               |       |
|     | **Sub Total**                                |                 |               | **R** |

| Disbursements |                     |                 |               |       |

| **TOTAL**     |                     |                 |               | **R** |
C3 Scope of services

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of page</th>
</tr>
</thead>
<tbody>
<tr>
<td>This cover page</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Scope of Services</td>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

Total number of pages 6
C3.1 EMPLOYER’S SCOPE OF SERVICES

1. Purpose

The purpose of this document is to provide the scope of work and project deliverables for the process of identifying; generating corridor alternatives; route alignment; cost estimation on initial opportunity assessment.

2. Background

Transnet has embarked on a diversification strategy which includes the exploration of business opportunities cross-border. Transnet International Holdings (TIH) is the vehicle through which Transnet SOC Ltd participates in international business opportunities. On this basis, the TIH operating model was created to promote collaboration between the TIH organisational components and Transnet’s Operating Divisions and Group functions.

As part of Transnet’s diversification strategy, it is necessary to provide a more detailed and focussed understanding of the cross-border port, rail and pipeline infrastructure to better enable strategic decision making.

CPAS has agreed to collaborate with TIH in these opportunities and provide the following services:
   a. Opportunity assessment:
      i. The initiation phase of assessing any given opportunity, with regards to, technical review, problem statement, status quo (related to infrastructure and current freight flow);
   b. Technical advisory services: with regard to, current and future capacity;
   c. Demand and advisory services; related to long-term freight demand and assessment;
   d. Capacity planning and advisory services, to review existing networks and freight linkages;
   e. GIS dataset of generated routes and point’s data of all related infrastructure.

Capital Planning and Advisory Services requires professional services to provide spatial rail route alignment and project costing estimation services for Transnet, with regard to cross-border opportunities. This study will require the use of route optimisation technology that can quickly make best option comparisons using a range of alternatives that respond to environmental and social issues in a cost effective manner.

The selected consultant will need to utilise methods and technologies that can generate alignment alternatives to support comprehensive corridor investigation and enable the project to meet the requirements this will include analysing all reasonable alternatives, provide an audit trail of the investigation and selection process, and determine optimal corridors/alignments subject to the constraints defined by the environment, engineering, social and economic constraints.

3. Deliverables

The scope of the provision of identification and costing of preferred route alignment using existing terrain and spatial information will comprise of the following areas:

- Route planning and alignment design (Define data input and constraints)
- Surveys (i.e. Terrain, geological, topological, social and environmental dataset)
- Route selection (Suitability models, fatal flaw analysis)
Transnet Group Capital
Enquiry Number: CP0017
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of Three (3) Years

- Route investigation (High level geology, geotechnical, flood-lines structures)
- Construction Planning (define construction criteria and refine the vertical geometry to reduce costs estimates)
- Operations Planning (Distance, time, loop placements, crossing loops, terminals and support service)
- GIS layer of the generated routes and point’s data of all related infrastructure.

The proposed routes, should also:

- Consider environmental constraints to demonstrate compliance with government environmental regulations and processes;
- Consider macro level community and stakeholder issues; including social issues, threatened and endangered species and indigenous heritage sites;
- Consider transport requirements such as potential ridership of one path verses another;
- Consider social, landowner and urban development constraints to minimize relocation impact on communities;
- Consider macro level environmental zones; hydrology and geological constraints;
- Consider flood plain and stream crossings;
- Assess the most cost effective options that meet the defined constraints and demonstrates project viability;
- Meet geometric constraints and design standards;
- Meet the defined project timescale.

3.1 Route planning and alignment design

This involves the engineering and designing of the route that a proposed railway line for the different international route will follow to enhance network connectivity. Whether it is rerouting for geographical or land use reasons, removing restrictive curves, or decreasing grades, the potential benefit would be more consistent speeds with less power requirements to haul the same train.

3.2 Construction Planning

The cost of structure improvements can vary depending on many construction variables that will need to be defined. To overcome challenges in route alignment, construction planning will need to optimise cost and augment sustainability. The planning of elements of a railway that allow it to traverse its path over or through natural or manmade obstructions. Typical structures include bridges, tunnels, and culverts.

3.3 Surveys

This is a desktop analysis used for survey of various data bases on terrain, geological, topological, social and environmental datasets, to identify an alignment that is considered to be the optimal alignment based on the balance of relevant factors.
3.4 Route selection

The suitability surface map is a spatial representation of the overall constraints and opportunities in the area investigated for a rail corridor. The defined suitability surface, will help the process of route selection in finding the shortest distance while observing key constraints. If, however, the model encounters less suitable areas then it will seek a route to avoid them which may not be the shortest distance. In this case, the specified constraints will be avoided in favour of a longer path. The modelling process will establish a ‘path of least resistance’ minimising the impact on the selected route, in accordance with the modelling inputs.

3.5 Route investigation

A desktop assessment and detailed evaluation of alternative routes which, considers the requirements of the freight logistics solution required by TIH. The report must identify a preferred route that provides the best outcome in terms of geology, geotechnical and flood line structure impact.

3.6 Operations Planning

Early in the planning phase, a proposed operational plan that consider the needs of the business factor shall be developed. Examples of such inputs include the following:

- Distance
- Time
- Loop placement
- Crossing loops
- Hubs and terminals
- Support service

3.7 GIS dataset of generated routes and point’s data of all related infrastructure.

All the spatial data collected for the purpose of investigating the route alignment, used as input to the model and the alternative generated must be made available as a shapefile and a CAD file.

4. Project information

The successful service provider will be expected to liaise with the Principal Specialist (GIS and Spatial Planning), subordinate and CPAS team content owners during the course of the project. Any work for other functions within TGC will be coordinated by the Principal Specialist and/or his or her designate.

A coordinator will be appointed to interface with the service provider(s) on a day-to-day basis and to assist with company specific information.

The following services are anticipated over the 3-year contract period, but may be adapted from time to time based on business need:

4.1 Attendance at Meetings

A kick-off meeting will be required to set and agree on the scope of work and project timelines and deliverables for each works order issued.

The service provider may be expected to interact with various Operating Divisions of Transnet and international to obtain the necessary inputs as indicated above, as and when the work is awarded. Close interaction with the CPAS team needs to be maintained throughout route alignment process to ensure skills transfer to Transnet.
At the end of each work package, the following deliverables will be produced:

- Scope of Work confirmed and signed off by all relevant parties to this study;
- Work Breakdown Structures for all work packages that will form part of this contract;
- Alternative and preferred route alignments for all identified work packages;
- GIS Shapefiles and CAD files for all route alignment options
- Estimated project costing of the identified route;
- Project outcomes presentation slides;

5. Schedule

The contract shall extends over a period of 3 years. Works order based projects packaged in line with business need as and when required.

A project schedule shall be defined to determined route alignment project required. Each task order will be executed based on an agreed timeline for completion when work orders are issued.

6. Applicable standards

All work done as part of this project must take cognisance of and incorporate where relevant all Transnet norms and standards. International standards employed must be verified and approved by Transnet.

Intellectual property (IP) for the work developed as part of this project remains the property of Transnet as per the Transnet IP Policy. Relevant documents alluding to disclosure agreement, publishing of external work and IP for this project will need to be signed by the successful bidder at the start of this project. A non-disclosure agreement is necessary and no developed data may be used externally to this project without the explicit consent of Transnet. The IP following the completion of the project will rest with Transnet and Transnet will own and manage all the outputs of the project in the long-term.

The appointed service provider will need to work within the policies and procedures of Transnet and ensure that the quality of the delivered product and reports are in accordance with Transnet's expectations.

7. Supplier Development (SD)

SD commitment will be confirmed after consultation with relevant SD specialist within Transnet Group Capital. Initiatives will include:

- Skills development
- Skills transfer
- Job creation and preservation
- Enterprise development

8. Pricing

All Tenderers are required to provide a resource rate and an allowance for disbursements. All disbursements must be billed in accordance with the National Treasury Instruction Notes No. 2, 3 and 4. The pricing should be broken down as per the Pricing Schedule.
Transnet Group Capital
Enquiry Number: CP0017
Scope of Services: Provision of a Spatial Railway Alignment and Project Costing Services for a Period of
Three (3) Years

All costs/prices must be aligned and within the specified National Treasury directives. Consultants are to
provide rates that are set out in the "guide on Hourly Fee Rates for Consultants", by the Department of
Public Service and Administration (DPSA).

All disbursements are to be charged on proof of actual disbursement and must be in accordance with the
applicable National Treasury directives as per instruction notes issued.