Transnet Group Capital a specialist unit of

Transnet SOC Ltd
Registration Number 1990/000900/30

Request For Proposal for:

REMEDIATION OF SLOPE INSTABILITY - FEE PROPOSAL FOR DESIGN OF ATTENUATION POND AND JACKED PIPE

Enquiry Number: 3426584.03S
Issue Date: 07 March 2018
Bid Closing Date: 13 March 2018
Bid Validity: 90 Business Days from Closing Date
Contents

Number  Heading

The Tender

Part T1:  Tendering Procedures

T1.1  Notice & Invitation
T1.2  Tender Data

Part T2:  Returnable Documents

T2.  Evaluation Schedules
T2.1  List of Returnable Documents
T2.2  Returnable Schedules

The Contract

Part C1:  Agreements and Contract Data

C1.1  Form of Offer and Acceptance
C1.2  Contract Data
C1.3  Forms of Securities

Part C2:  Pricing Data

C2.1  Pricing Instructions
C2.2  Activity Schedule

Part C3:  Scope of Services

C3.1  Scope of Services
T1.1 Tender Notice and Invitation to Tender

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO BID

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>REMEDIATION OF SLOPE INSTABILITY- FEE PROPOSAL FOR DESIGN OF ATTENUATION POND AND JACKED PIPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLLECT DOCUMENTS FROM</td>
<td>The office of the Secretariat, National Acquisition Council</td>
</tr>
<tr>
<td></td>
<td>26th Floor</td>
</tr>
<tr>
<td></td>
<td>Carlton Centre Office Towers</td>
</tr>
<tr>
<td></td>
<td>150 Commissioner Street</td>
</tr>
<tr>
<td></td>
<td>Johannesburg</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>Refer to “formal briefing” Paragraph 2 for details.</td>
</tr>
<tr>
<td>CLOSING DATE</td>
<td>12:00 PM on Tuesday, 13 March 2018</td>
</tr>
<tr>
<td></td>
<td>Tenderers must ensure that tenders are delivered timeously to the correct address. As a</td>
</tr>
<tr>
<td></td>
<td>general rule, if a tender is late or delivered to the incorrect address, it will not be</td>
</tr>
<tr>
<td></td>
<td>accepted for consideration.</td>
</tr>
<tr>
<td>VALIDITY PERIOD</td>
<td>12 Working Weeks from Closing Date</td>
</tr>
<tr>
<td></td>
<td>Tenderers are to note that they may be requested to extend the validity period of their</td>
</tr>
<tr>
<td></td>
<td>tender, at the same terms and conditions, if the internal evaluation process has not been</td>
</tr>
<tr>
<td></td>
<td>finalised within the validity period. However, once the adjudication body has approved</td>
</tr>
<tr>
<td></td>
<td>the process and award of the business to the successful Tenderer(s), the validity of the</td>
</tr>
<tr>
<td></td>
<td>successful Tenderer(s)’ bid will be deemed to remain valid until a final contract has been</td>
</tr>
<tr>
<td></td>
<td>concluded.</td>
</tr>
</tbody>
</table>

2. FORMAL BRIEFING

A compulsory briefing session will not be held.

3. TENDER SUBMISSION

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

The Secretariat, Transnet Group Capital Acquisition Council
RFP No: 3426584.03S
Description: REMEDIATION OF SLOPE INSTABILITY- FEE PROPOSAL FOR DESIGN OF ATTENUATION POND AND JACKED PIPE

Closing date and time: Tuesday, 13 March 2018 at 12:00
Closing address: TRANSEN T GROUP CAPITAL
26th FLOOR
CARLTON CENTRE
TRANSNET GROUP CAPITAL TENDER BOX
OFFICE BLOCK FOYER
150 COMMISSIONER STREET
JOHANNESBURG 2001

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

4. DELIVERY INSTRUCTIONS FOR TENDER

4.1. Delivery by hand

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

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

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 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
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
26TH FLOOR
CARLTON CENTRE
OFFICE BLOCK
150 COMMISSIONER STREET
JOHANNESBURG 2001

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

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

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

4.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.
5. **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:

5.1. Modify the Tenderer's Services and request Tenderer/s to re-bid on any such changes;

5.2. Reject any Tender Offer which does not conform to instructions and specifications which are detailed herein

5.3. Disqualify Tender Offers submitted after the stated submission deadline [Closing Date];

5.4. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.

5.5. Not necessarily accept the lowest priced Tender or an alternative Tender;

5.6. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

5.7. Reject all Tender Offers, if it so decides;

5.8. Withdraw the Tender on good cause shown;

5.9. Award business in connection with this Tender at any time after the Tender closing date;

5.10. Award business for only a portion of the proposed Services/Works which are reflected in the scope of this Tender;

5.11. Split the award of business between more than one Contractor(s), should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet's discretion;

5.12. Should the Tenderer be awarded business on the 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;

5.13. To request audited financial statements or other documentation for the purposes of a due diligence exercise;

5.14. Not accept any changes or purport changes by the Tenderer to the Tender rates after the closing date;

5.15. Verify any information supplied by a Tenderer by submitting a Tender, the Tenderer/s hereby irrevocably grants the necessary consent to Transnet to do so;

5.16. Undertake post-tender negotiations with those persons/Tenderers appearing on the list of preferred Tenderers, once such list is approved by relevant person(s) with delegated authority

5.17. 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

5.18. In addition, Transnet reserves the right to exclude any Tenderer from the Tendering 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 in 1998. Respondents 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.

5.19. Should the preferred Tenderer 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 Tenderer, provided that he/she is still prepared to provide the required goods at the quoted rate.

5.20. 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.

6. **Repeal of Construction Sector Codes**

6.1 The minister of the Department of Trade and Industry issued a Government Notice No.184 in the Government Gazette No. 39703 on the 17th February 2016, to repeal the Construction Sector Codes.

6.2 The repeal implies that the Construction Sector Codes cease to exist from the 17th of February 2016.
6.3 All Measured Entities operating in the Construction Sector will be required to make use of 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.

6.4 The application of the B-BBEE Generic Codes of Good Practice as amended must be in accordance with the Notice of Clarification published in the Notice No.444 of 2015 published in the Government Gazette no.38799 on 15 May 2015.

6.5 All B-BBEE Certificates issued in terms of the Construction Sector Codes prior to the 17 February 2016 will be valid for a period of 12 months from date of issue in line with Statement 005. Such certificates will be accepted.

7. National Treasury’s Central Supplier Database

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

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

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

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND INTENTION TO TENDER
(To be returned within 5 days after receipt)

FAX TO: Transnet Group Capital
Attention: Thabo Nkosi
Email: Thabo.Nkosi@transnet.net

Project No.: 3426584
Tender No.: 3426584.03S
Closing Date 13 March 2018

For: REMEDIATION OF SLOPE INSTABILITY- FEE PROPOSAL FOR DESIGN OF ATTENUATION POND AND JACKED PIPE

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: ________________________________

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> T1.1 Tender notice and invitation to tender T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td><strong>Part T2: Returnable documents</strong> T2.1 List of returnable documents T2.2 Returnable schedules</td>
</tr>
<tr>
<td></td>
<td><strong>Part C: The contract</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part C1: Agreements and contract</strong> C1.1 Form of offer and acceptance</td>
</tr>
</tbody>
</table>

September 2016
data

C1.2 Contract data (Part 1 & 2)

Part C2: Pricing data

C2.1 Pricing instructions
C2.2 Activity Schedule

Part C3: Scope of work

C3 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:
   a) The Tender materially comply with the scope / specifications of the Tender.
   b) The Tender meets the threshold set for Quality / functionality criteria.
   c) The Tender contains a priced offer.

2. Pre-Qualifying Quality (Functionality) Criteria

Only those tenderers who attain the minimum number of 60 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.

September 2016 Page 2 of 7 Part 1: Tendering Procedures T1.2: Tender Data
The quality criteria and maximum score in respect of each of the criteria are as follows:

<table>
<thead>
<tr>
<th>Quality criteria</th>
<th>Maximum number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>T2.2-2 Programme</strong></td>
<td></td>
</tr>
<tr>
<td>• Submission of the programme (Start and Finish) MS Project, Primavera P6</td>
<td>5</td>
</tr>
<tr>
<td>• Anticipated programme duration of 5 months to complete the design</td>
<td></td>
</tr>
<tr>
<td>• Key milestones and sectional completion dates as listed in contract data Part One - &quot;Data provided by the Employer&quot; and be logically linked to activities in the schedule.</td>
<td></td>
</tr>
<tr>
<td>• To be &quot;sorted&quot; by activities.</td>
<td></td>
</tr>
<tr>
<td>• All activities to be logically tied using critical path method (CPM).</td>
<td></td>
</tr>
<tr>
<td>• All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. e.g. Weekends as non-working periods.</td>
<td></td>
</tr>
<tr>
<td>• A Level 2 Programme is developed electronically and an electronic copy to be supplied with the Tender document. This should be in a Primavera P6 format.</td>
<td></td>
</tr>
<tr>
<td>• Against each activity or grouping of activities (i.e. by CWP) the Tenderer indicates its &quot;time risk allowances&quot;. These allowances are NOT float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule (i.e. in a code field) or as an attachment.</td>
<td></td>
</tr>
<tr>
<td>• Float is shown</td>
<td></td>
</tr>
<tr>
<td>• The programme conforms to the requirements of our technical evaluation requirements under programme.</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-24 Evaluation Schedule- Company Profile</strong></td>
<td></td>
</tr>
<tr>
<td>The Tenderer is to submit a comprehensive company profile detailing the firms' narrative, its existence in the industry at least 5 years in the industry dealing with design of construction projects. Through the company profile the tenderer should demonstrate that they have extensive surveying experience in rail, civil and built environment (i.e. Examples of previous design work done must be submitted as part of the tender process)</td>
<td>40</td>
</tr>
<tr>
<td><strong>Company Profile</strong>:</td>
<td></td>
</tr>
<tr>
<td>• Firms shall have at least 5 years + in business industry</td>
<td></td>
</tr>
<tr>
<td><strong>Industry</strong></td>
<td></td>
</tr>
<tr>
<td>• Firms shall have extensive experience in the industry In designing for construction projects.</td>
<td></td>
</tr>
</tbody>
</table>
T2.2-25 Previous Experience

Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of design in rail, civil and built environment. The tenderer is to submit proof of 3 previous projects completed project values with contactable references.

Evidence of previous Projects completed with project values with contactable references
- At least 3 projects where similar Design were done with contactable reference.

T2.2-53 Evaluation Schedule-Proposed Organisation Staffing

Company organogram
- Company organogram must reflect the current status of company or JV including those who will be working on the project

Personnel CV’s of allocated to the project
- Personnel CV’s allocated to the project must be submitted (Including Qualifications)

Personnel qualifications and related experience
- Conform to related experience to the project

Management, Supervisory and Professional staff
- Shall indicate professional staff with more than 3 years’ experience in work related environment

Maximum possible score for quality (Wq) 100

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

- T2.2-2 Programme
- T2.2-24 Evaluation Schedule- Company Profile
- T2.2-25 Previous Experience
- T2.2-53 Evaluation Schedule-Proposed Organisation Staffing

The minimum number of evaluation points for quality is 60
Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #9)

**Note:** Any tender not complying with the above mentioned stipulations, will be regarded as non-responsive and will therefore **not** be considered for further evaluation.

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

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

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

- **Location of tender box**: In the lift foyer of the 26th Floor, Carlton Centre Office Block (TRANSNET GROUP CAPITAL)
- **Physical address**: 150 Commissioner Street, Johannesburg.
- **Identification details**: The tender documents must be submitted labelled with:
  - Name of Tenderer:
  - Contact person and details:
  - The Tender Number: **3426584.03S**
  - The Tender Description: **REMEDICATION OF SLOPE INSTABILITY- FEE PROPOSAL FOR DESIGN OF ATTENUATION POND AND JACKED PIPE**

Documents must be marked for the attention of: The Procurement Officer, Thabo Nkosi

Prior arrangement on the submittal of large tender documents should be made with the Procurement Manager at the following email: Matsietsi.Ramalitsi@transnet.net.
NO LATE TENDERS WILL BE ACCEPTED

F.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is 12 weeks

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

1. An **original valid** Tax Clearance Certificate issued by the South African Revenue Services. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderer’s compliance status;

2. A valid certified SANAS accreditation certificate, and

3. A valid letter of good standing with the Workmen’s Compensation Fund

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

F.3.11.3 The procedure for the evaluation of responsive tenders is CIDB Method 2 with Pre-Qualifying Quality (Functionality) criteria.

F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of $W_1$ is:

80 where the financial value inclusive of VAT of one or more responsive tenders received have a value below of R 50,000 000.00

Up to 100 minus $W_1$ tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.

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;

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

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

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

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

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

1. Returnable Schedules

T2.2-3 Risk Elements
T2.2-9 Insurance provided by the Consultant
T2.2-14 Authority to submit tender
T2.2-16 Record of addenda to tender documents
T2.2-17 Compulsory Enterprise Questionnaire
T2.2-27 Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31 Supplier Integrity Pact
T2.2-33 Mutual Non-Disclosure Agreement
T2.2-36 RFP Declaration Form
T2.2-38 Declaration of Understanding (Environmental and Health & Safety)
T2.2-43 RFP – Breach of Law
T2.2-50 BBBEE Preference Points Claim Form

This schedule is required for payment purposes only:

T2.2-34 Supplier Declaration Form

Evaluation Schedules

T2.2-2 Evaluation Schedule: Programme
T2.2-24 Evaluation Schedule: Company Profile
T2.2-25 Evaluation Schedule: Previous experience
T2.2-53 Evaluation Schedule: Proposed Organization Staffing Company Organogram

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

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

4. C2.2 Activity Schedule
T2.2 Returnable Schedules
T2.2-3 : Risk Elements

Tenderers to review the potential risk elements associated with the Project. Tender are to price for all those risks that are identified and include them in the total of the prices, those risks are also to be listed below. If No Risks are identified “No Risks” must be stated on this schedule.

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

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

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
T2.2-9 : Insurance provided by the Consultant

Clause 84.1 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 Consultant 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 Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</td>
<td>The amount stated in the Contract Data for any one event</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract</td>
<td>The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Other)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed __________________________   Date ______________________________

Name ___________________________   Position ____________________________

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

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors
B. Certificate for Partnership

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

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

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

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

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

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

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

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

Signed ____________________________ Date ____________________________

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

We confirm that the following communications received from the 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>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed

Name

Tenderer

Date

Position
T2.2-17 : Compulsory Enterprise Questionnaire

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

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

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

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

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

Section 5: Particulars of companies and close corporations

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<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>
<td></td>
<td>Within last 12 months</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

Signed

Date

Name

Position

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

B-BBEE and preferencing scheme:

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their tender responses. Transnet will accordingly allow a "preference" in accordance with the 90/10 preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a valid B-BBEE verification Certificate. All procurement and disposal transactions will be evaluated accordingly.

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

In terms of Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies.

All certificates are to display the BBBEE Verification Agency Body Name and BVA Body number.

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

<table>
<thead>
<tr>
<th>Scorecard Types</th>
<th>Exempted Micro Enterprise</th>
<th>Qualifying Small Enterprise</th>
<th>Generic Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discipline</td>
<td>Parameters are based on annual turnover of the Measured Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>Annual turnover &lt; R 5 million</td>
<td>Annual turnover &gt; R 5 million and equal to or &lt; R 35 million</td>
<td>Annual turnover &gt; R 35 million</td>
</tr>
<tr>
<td>Built Environment Professionals (BEP)</td>
<td>Annual turnover &lt; R 1,5 million</td>
<td>Annual turnover &gt; R 1,5 million and equal to or &lt; R 11,5 million</td>
<td>Annual turnover &gt; R 11,5 million</td>
</tr>
</tbody>
</table>
a) Large Enterprises
   - Rating level based on all seven elements of the B-BBEE scorecard

b) Qualifying Small Enterprises – QSE
   - Rating level based on any four of the elements of the B-BBEE scorecard

c) Exempted Micro Enterprises –
   - EMEs are exempted from B-BBEE verification as indicated in the DTI Codes, Statement 000 (Page 9)
   - Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition
   - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
   - Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate (Which may be in the form of a letter) issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. The certificate must confirm the company turnover Black Ownership and Black Woman Ownership and B-BBEE status level.

In addition to the above, a trust, consortium or joint venture will qualify for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such level verification.

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 Tender.

Respondents must furnish B-BBEE certificates for all proposed subcontractors / sub-consulting. A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting / sub-consulting more that 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
Respondents will be required to furnish proof to Transnet (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for B-BBEE.

When confirming the validity of a certificate in respect of an EME, the following should be detailed on the face of the certificate:

1. The Accounting Officer’s or Registered Auditor’s letter head with full contact details;
2. The Accounting Officer’s or Registered Auditor’s practice numbers;
3. The name and the physical location of the measured entity;
4. The registration number and, where applicable, the VAT number of the measured entity;
5. The date of issue and date of expiry;
6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
7. The total black shareholding and total black female shareholding.

Turnover:

Kindly indicate your company’s annual turnover for the past year

ZAR.......................................................... 

- For Contractors:
  o If annual turnover >R5m, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor, together with all the relevant score sheets pertaining thereto;
  o If annual turnover <R5m, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor’s certificate or similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

- For BEPs:
  o If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
  o If annual turnover < R 1.5 million, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor’s certificate or similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

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

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

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

   1. Go to http://bee.thedti.gov.za;
   2. Click on B-BBEE Registry;
   3. Click on Register or Login;
   4. Click on Click Here to Register;
   5. Complete the registration page;
   6. Once registered, click on List on Registry;
   7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile.

Signed __________________________________________ Date __________________________________________

Name __________________________________________ Position __________________________________________

Tenderer __________________________________________
T2.2-31 Integrity Pact

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Bidder / Supplier / Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")
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.
A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

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

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

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

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

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

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

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

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

4 INDEPENDENT BIDDING

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

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

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

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

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

a) prices;

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

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

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

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

or

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

4.4 In addition, there 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 / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

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

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

c) Recover all sums already paid by Transnet;

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

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

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

9 CONFLICTS OF INTEREST

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

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

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

a) Private gain or advancement; or

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

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

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

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

11 GENERAL

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

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

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

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

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

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

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

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

and

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


1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the Remediation of slope Instability- Fee proposal for design of Attenuation Pond and Jacked Pipe ("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.
<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
THE FINANCIAL DIRECTOR OR COMPANY SECRETARY OR OWNER/TRUSTEE/PARTNER, ETC.:  

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

a) Complete the "Supplier Declaration Form" (SDF) on all pages of this letter
b) Original cancelled cheque OR certified letter from the bank verifying banking details (with bank stamp and on bank letterhead)
c) Certified copy of Identity document of Shareholders / Directors / Members / Owner(s) (where applicable)
d) Certified copies of the relevant company registration documents / IT Trust Certificate / Partnership Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)
e) Certified copies of the company's shareholding director's portfolio
f) A letter with the company's letterhead confirming physical and postal addresses as well as contact details

g) Original copy of SARS Tax Clearance certificate and certified copy of VAT registration certificate (where VAT registered)
h) If your business entity is not registered for VAT, please submit an original Affidavit (refer to further details on the SDF)
i) A valid and original B-BBEE verification certificate / sworn affidavit or certified copy thereof meeting the requirement for B-BBEE compliance as required by the B-BBEE Codes of Good Practice
j) A certified letter signed by a physician confirming the disability, where applicable
k) Certified (valid) IRP 30 exemption certificate (Labour Brokers), where applicable
l) A certified copy of a recent months EMP 201 form where applicable
m) A certified declaration that more than 2 employees are on a full time basis employed – refer to the SDF for further information in this regard

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>(a) Trading Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Registered Name</td>
<td></td>
</tr>
<tr>
<td>(c) Company Registration No Or ID No If a Sole Proprietor</td>
<td></td>
</tr>
<tr>
<td>(d) Form of entity</td>
<td>CC</td>
</tr>
</tbody>
</table>

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

| (a) VAT Registration Number |  |
| (b) If **Exempted from VAT registration**, state reason and submit proof from SARS in confirming the exemption status |  |
| (c) If your business entity is not VAT Registered, please submit a sworn affidavit (Appendix I) as per attached example. The affidavit must be the original version. Your Non VAT Registration must be confirmed annually. |  |

| Bank Name / Branch Code | Bank Account Number |  |

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

| Company Contact Person Name |  |
| Designation |  |
| Telephone |  |
| Email |  |

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

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

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

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

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

<table>
<thead>
<tr>
<th>Does your company have a valid BBBEE certificate?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is your broad based BEE status (Level 1 to 9 / Unknown)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Majority Race of Ownership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Black Ownership</td>
<td>% Black women ownership</td>
<td>% Black Disabled person(s) ownership</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transnet B-BBEE Department</th>
<th>Contact Person</th>
<th>Contact number</th>
</tr>
</thead>
</table>

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

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

**Stamp And Signature Of Commissioner Of Oath**

| Name | Date | Signature | Telephone No |
|------|------|-----------|--------------|--------------|
**Internal Transnet Departmental Questionnaire (For Office Use Only)**

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

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

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

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

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

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

**(a) What is being procured from the supplier?**

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

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

**Type**

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

None of the above apply, state reason

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

If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.
CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/VENDOR DETAILS UPDATE BY TRANSNET OFFICIAL WITH APPROPRIATE DELEGATED AUTHORITY.

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

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

A. Internal Document Checklist

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

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

REF:
Revision: Version 4.1
Page 5 of 5
T2.2-36 : RFP DECLARATION FORM

NAME OF COMPANY: ________________________________

We _____________________________________________ do hereby certify that:

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

2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);

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

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

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

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

ADDRESS:

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

Indicate nature of relationship with Transnet:

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]
We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

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

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

SIGNED at ______________________ on this ___ day of ___________________ 20___

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Position:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Place:</td>
<td></td>
</tr>
</tbody>
</table>
T2.2-38 : DECLARATION OF UNDERSTANDING

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

I,

(Name)  (Designation)

(Representing)

Declare that I have read and understood the contents of the Standard Environmental Specification (TCP-EM-STD-001, the Construction Environmental Management Plan (TCP-EM-STD-002) and the Occupational Health & Safety Act and Regulations.

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

Signed

Signature  Date

Place

Witness 1:

Signature  Date

Witness 2:
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:

1. Bidders to provide a written undertaking that it will not engage in anti-competitive behaviour with regard to the relevant bid;

2. The bidder must provide Transnet with proof of what action has been taken to ensure that bid rigging will not take place again;

3. The bidder must agree that Transnet reserves the right to conduct an independent audit of the bid process;

NATURE OF BREACH:

________________________________________________________________________

________________________________________________________________________

DATE OF BREACH: __________________________________________________________________

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at __________________________ on this _____ day of ______________ 20___

__________________________________________  ________________________________
SIGNATURE OF WITNESS  SIGNATURE OF RESPONDENT
T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM
(SBD 6.1)

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

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

1. GENERAL CONDITIONS

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

1.2 The value of this bid is estimated to be less 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>POINTS</td>
<td>80</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 EEnterprise 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:

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

Where

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contribution: 

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

8. **SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

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)

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 proprietor

☐ 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 1 / 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 Evaluation Schedules
T2.2-2: Evaluation Schedule: Programme: Pre – Qualifying Quality (Functionality) Criteria

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. If the Tenderer is awarded the contract this document will become the Accepted Programme, subject to Clarifications issued by the Employer.

For clarity the tenderer shall also note the following:-

- Submission of the programme (Start and Finish) MS Project, Primavera P6
- Anticipated programme duration of 5 months to complete the design
- Key milestones and sectional completion dates as listed in contract data Part One - "Data provided by the Employer" and be logically linked to activities in the schedule.
- To be "sorted" by activities.
- All activities to be logically tied using critical path method (CPM).
- All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. e.g. Weekends as non-working periods.
- A Level 2 Programme is developed electronically and an electronic copy to be supplied with the Tender document. This should be in a Primavera P6 format.
- Against each activity or grouping of activities (i.e. by CWP) the Tenderer indicates its "time risk allowances". These allowances are NOT float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule (i.e. in a code field) or as an attachment.

- Float is shown
- The programme conforms to the requirements of our technical evaluation requirements under programme.

The Programme to indicate the following as a minimum:

<table>
<thead>
<tr>
<th>Activity No</th>
<th>Activity description</th>
<th>Start date</th>
<th>Finish date</th>
<th>Preceding activities</th>
<th>Time risk allowances (TRA)</th>
</tr>
</thead>
</table>

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

Scoring will be as follows:

<table>
<thead>
<tr>
<th>No Response (Score 0)</th>
<th>Submitted no information or inadequate information to determine scoring.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Acceptable (Score 20)</td>
<td>The schedule is extremely poor, the plan fails to capture important areas and demonstrates no proper understanding of the scope and the schedule is inconsistent with the timing of the most important project deliverables. There is insufficient breakdown of tasks.</td>
</tr>
<tr>
<td>Poor (score 40)</td>
<td>The schedule is vague. The plan does not show depth in terms of scope and its deliverables including breakdown of tasks and sub-tasks. Further, the schedule is inconsistent with the timing of the most important project deliverables and agreed time frames.</td>
</tr>
<tr>
<td>Satisfactory (score 60)</td>
<td>The schedule is complete and detailed (representing all disciplines involved), complies with Level 2 requirements, Satisfactory the technical level and composition of the schedule is adequate and is consistent with both the project timing and the required deliverables. The proposed resource levels are consistent and meet the project timeframe requirements of 4 months.</td>
</tr>
<tr>
<td>Good (score 80)</td>
<td>Good Besides meeting the &quot;Satisfactory&quot; rating, the schedule is well detailed, clearly indicating and defining deliverables. Major Milestones are represented in the Schedule. The programme is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project duration meets the time requirements of 5 months.</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Besides meeting the &quot;good&quot; rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme details ways to improve the project outcomes and the quality of the outputs.</td>
</tr>
</tbody>
</table>

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

Signed _______________________________ Date _______________________________
Name _______________________________ Position _______________________________

Tenderer _______________________________
T2.2-24: Evaluation Profile: Capacity and Ability to meet Delivery Schedule (Company Profile)

Note to tenderers:

The Tenderer is to submit a comprehensive company profile detailing the firms' narrative, its existence in the industry at least 5 years in the industry dealing with design of construction projects. Through the company profile the tenderer should demonstrate that they have extensive surveying experience in rail, civil and built environment (i.e. Examples of previous design work done must be submitted as part of the tender process)

Company Profile:

Firms shall have at least 5 years + in business industry

Industry

Firms shall have extensive experience in the industry in designing for construction projects.

Index of documentation attached to this profile:
The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the submission by the Tenderer:

Scoring will be as follows:

<table>
<thead>
<tr>
<th>Scoring Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Response (Score 0)</td>
<td>Submitted no information or inadequate information to determine scoring.</td>
</tr>
<tr>
<td>Not Acceptable (Score 20)</td>
<td>The profile is extremely poor and fails to narrate the company experience in the industry of at least 5 years in Design.</td>
</tr>
<tr>
<td>Poor (score 40)</td>
<td>The profile is generic, vague and fails to detail the firm’s narrative in detailing experience in the industry of at least 5 years in Design. The narrative is sufficient in showing industry experience in rail, civil and built environment surveying.</td>
</tr>
<tr>
<td>Satisfactory (score 60)</td>
<td>The profile is sufficient in detailing the firm’s narrative in the industry. The profile detailed in full the company’s experience in S in the last 5 years. Satisfactory the technical level and composition of the profile is adequate and is consistent with both the project timing and the required deliverables.</td>
</tr>
<tr>
<td>Good (score 80)</td>
<td>The company profile is sufficient, detailed and narrates comprehensively the company narrative industry of involvement, experience in undertaking Design. The profile demonstrates the acquired experience in carrying out similar works in at least the last 5 years.</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Besides meeting the &quot;good&quot; rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge and experience in undertaking similar services.</td>
</tr>
</tbody>
</table>

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

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________

---

TENDER
FORM: PRO-FAT-0192 Rev02 Page 2 of 2
Part T2; Returnable Schedules
T2.2-24: Capability and Ability to meet Delivery Schedule
T2.2-25: Evaluation Schedule: Previous Experience

Note to tenderers:
Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of design in rail, civil and built environment. The tenderer is to submit proof of 3 previous projects completed project values with contactable references.

Evidence of previous Projects completed with project values with contactable references
At least 3 projects where similar Design were done with contactable reference.

The scoring will be as follows:

<table>
<thead>
<tr>
<th>No Response (Score 0)</th>
<th>No response.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Acceptable (Score 20)</td>
<td>The company has no experience in similar work at all in undertaking Design for rail, civil and built environment.</td>
</tr>
<tr>
<td>Poor (score 40)</td>
<td>The company has Less than acceptable response/ answer/ solution lacks convincing evidence of skill/ experience in undertaking design for rail, civil and built environment</td>
</tr>
<tr>
<td>Satisfactory (score 60)</td>
<td>The company has sufficient experience in design of similar projects or in the built environment.</td>
</tr>
<tr>
<td>Good (score 80)</td>
<td>Above acceptable response/ answer/ solution demonstrating extensive experience in undertaking Design of similar projects or in the built environment</td>
</tr>
<tr>
<td>Very Good (score 100)</td>
<td>Excellent response/ answer/ solution gives real confidence that the tenderer has outstanding experience in projects of a similar nature.</td>
</tr>
</tbody>
</table>
Index of documentation attached to this schedule:

<table>
<thead>
<tr>
<th>Documentation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed

Date

Name

Position

Tenderer
T2.2-53 : Evaluation Schedule : Technical Staff and Proposed Staffing : Pre-qualifying Quality (Functionality) Criteria

The tenderer must submit a company organogram reflecting the current status of the project or JV including those who will be working on the project. The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff members / experts responsible for each discipline, and the proposed technical and support staff involved in the project. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

Further, the CV's of personnel allocated to the project must be submitted including their relevant qualifications demonstrating the relevant experience acquired in such jobs. From a management side, the tenderer is to submit an indication of Management/ Supervisory or professional staff with more than 3 years' works related experience managing staff either in a lead role, management or supervisory capacity in this kind of work.

Company Profile Document and other evidence

Company organogram

Company organogram must reflect the current status of company or JV including those who will be Servicing on the project clearly indicating task and responsibilities.

Personnel CV's of allocated to the project

Personnel CV's allocated to the project must be submitted (Including Qualifications and Professional Registration)

Personnel qualifications and related experience

Conform to related experience to the project i.e. rail, civil and built environment

Management, Supervisory and Professional staff

Shall indicate professional staff with more than 3 years' experience in Services related environment in rail, civil and built environment.
The tenderer must attach his / her organization and staffing proposals to this page.

**NOTE:** The scoring of the proposed organization and staffing will be as follows:

<table>
<thead>
<tr>
<th>No Response (Score 0)</th>
<th>The tenderer has submitted no information or inadequate information to determine a score.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Acceptable (Score 20)</td>
<td>The organisational chart is poorly constructed and put together. Fails to show relevant personnel with relevant experience, qualifications and, allocation of tasks and responsibilities. The staffing plan is extremely weak to demonstrate even basic grasp to achieve project objectives and deliverables.</td>
</tr>
<tr>
<td>Poor (score 40)</td>
<td>The organization chart is sketchy; the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. No comprehensive CV's relevant to qualifications. No CV's and qualifications showing experience gained in undertaking similar services.</td>
</tr>
<tr>
<td>Satisfactory (score 60)</td>
<td>The company has submitted a comprehensive company organogram that will do the project. They have submitted the personnel CV's detailing qualifications (submitted) and experience gained in undertaking similar services. The company has submitted a plan outlining responsibilities of the proposed staff.</td>
</tr>
<tr>
<td>Good (score 80)</td>
<td>The company has sufficient and extensive company organogram outlining responsibilities. The submitted CV's inclusive of Management demonstrate extensive experience in carrying out similar services.</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Besides meeting the &quot;good&quot; rating, the proposed team is well integrated and several members have worked together extensively in the past.</td>
</tr>
</tbody>
</table>

**Attached submissions to this schedule:**

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 ___________________________
THE NEC CONTRACT DOCUMENT
CONTENTS

Number Heading

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance
C1.2 Contract Data (Parts 1 & 2)

Part C2: Pricing Data

C2.1 Pricing Instructions
C2.2 Activity Schedule

Part C3: Scope of Work

C3.1 Scope of Services
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 REMEDIATION OF SLOPE INSTABILITY- FEE PROPOSAL FOR DESIGN OF ATTENUATION POND AND JACKETED PIPE

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the NEC3 PSC 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>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 14% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td>including VAT.</td>
</tr>
</tbody>
</table>

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the NEC3 PSC Consultant in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

for the tenderer:

Name & signature of witness

Tenderer’s CIDB registration number:
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:

- Part C1: Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2: Pricing Data
- Part C3: Scope of Services

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.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now the NEC3 PSC 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.

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the Employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now the NEC3 PSC Consultant) within seven working days of the date of such submission 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 Limited
150 Commissioner
Johannesburg
2001

Name & signature of witness

Date
Schedule of Deviations

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

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

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

For the tenderer: ____________________________________________
Signature
Name
Capacity
On behalf of
Name & signature of witness
Date

For the Employer: ____________________________________________
Transnet SOC Limited
150 Commissioner
Johannesburg
2001

Date: ____________________________
## 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><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The conditions of contract are the core clauses and the clauses for main Option</td>
<td>A: Priced contract with activity schedule</td>
</tr>
<tr>
<td></td>
<td>dispute resolution Option</td>
<td>W1: Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td>and secondary Options</td>
<td>X2: Changes in the law</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X7: Delay Damages</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X9: Transfer of rights</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X10: Employer’s Agent</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X11: Termination by the Employer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X18: Limitation of liability</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>10.1</th>
<th>The Employer is (Name): Transnet SOC Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address: Registered address: Carlton Centre</td>
</tr>
<tr>
<td></td>
<td>150 Commissioner Street 150 Commissioner Street</td>
</tr>
<tr>
<td></td>
<td>Johannesburg 2001</td>
</tr>
</tbody>
</table>

Having elected its Contractual Address for the purposes of this contract as:

<table>
<thead>
<tr>
<th></th>
<th>Transnet Capital Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>26th Floor - Carlton Centre</td>
</tr>
<tr>
<td></td>
<td>150 Commissioner</td>
</tr>
<tr>
<td></td>
<td>Johannesburg</td>
</tr>
<tr>
<td></td>
<td>2001</td>
</tr>
</tbody>
</table>

| 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
11.2(9) The services are Remediation of Slope Instability- fee proposal for design of Attenuation Pond and Jacked Pipe

11.2(11) The Scope is in Part C3.1: Scope of Services

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

2 The Parties’ main responsibilities

25.2 The Employer provides access to the following persons, places and things access to

- 1 Thornwood Railway Station access date 1 April 2018

3 Time

31.2 The starting date is 1 April 2018

11.2(3) The completion date for the whole of the services is 31 July 2018

31.1 The Consultant is to submit a first programme for acceptance within 2 (two) weeks

32.2 The Consultant submits revised programmes at intervals no longer than 4 (four) weeks

4 Quality

40.2 The quality policy statement and quality plan are provided within 2 (two) weeks

41.1 The defects date is 52 weeks after Completion of the whole of the services.

5 Payment

50.1 The assessment interval is on the 30 day of each successive month.

50.3 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>
<tr>
<td>Accommodation – Protea Group or Town Lodge Group or 3 Star equivalent</td>
<td>Charged at proven costs</td>
</tr>
</tbody>
</table>

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.
The currency of this contract is the South African Rand (ZAR).

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

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

Rights to material: No additional data required for this section of the conditions of contract.

Indemnity, insurance and liability:

<table>
<thead>
<tr>
<th>Event</th>
<th>Cover</th>
<th>Period following Completion of the whole of the services or earlier termination</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>52 Weeks</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>0 Weeks</td>
</tr>
</tbody>
</table>
death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Consultant arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.

Motor Vehicle Liability Insurance

Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 5,000,000.00

81.1 The Employer provides the following insurances

Professional Indemnity insurance in respect of failure of the Consultant to use the skill and care normally used by Professionals providing services similar to the services

General Third Party Liability cover in respect of 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

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 Consultants 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 amounts 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

No additional data required for this section of the conditions of contract.
### Data for main Option clause

**A** Priced contract with activity schedule

21.3 The *Consultant* prepares forecasts of the total of the *expenses* at intervals of no longer than 4 weeks.

### Data for Option W1

**W1.1** The *Adjudicator* is (Name)

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*.

**W1.2(3)** The *Adjudicator* nominating body is:

If no *Adjudicator* nominating body is entered, it is:

- the Association of Arbitrators (Southern Africa)

**W1.4(2)** The *tribunal* is:

- Arbitration

**W1.4(5)** The *arbitration procedure* is

- The *Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)*

The place where arbitration is to be held is Johannesburg.

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the *arbitration procedure* does not state who selects an arbitrator, is

- The Chairman of the Association of Arbitrators (Southern Africa)

### Data for secondary Option clauses

**X2** Changes in the law

**X2.1** The *law of the project* is South African Law.

**X7** Delay damages

**X7.1** Delay damages for late Completion of the whole of the *services* are R1 000.00 per day

**X10** The *Employer’s Agent*

**X10.1** The *Employer’s Agent* is

Name: Lungelo Mkhungo

Address: Carlton Centre Office Towers,
150 Commissioner Street, Johannesburg
2001

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** Limitation of liability
X18.1 The Consultant’s liability to the Employer for indirect or consequential loss is limited to: R0.00 (Zero Rand)

X18.2 The Consultant’s liability to the Employer for Defects that are not found until after the defects date is limited to: R0.00 (Zero Rand)

X18.3 The end of liability date is 1 (One) year after Completion of the whole of the services.

Z

Additional conditions of contract

The additional conditions of contract are:

Z.1 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 five 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 activity schedule. The value of the Consultant 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 five months after Contract Date. The Employer’s Agent 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 five months).

Z1.5 The Consultant shall provide TCP 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.
Z1.6

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 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 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.

Z1.7

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.

Z1.8

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 remaining 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.
Obligations in respect of JV

Z2.1

Insert the additional clause 21.5:

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 Contract Date.

The joint venture agreement shall contain but not be limited to the following:

1. A brief description of the Contract and the Deliverables;

2. The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;

3. The constituents’ interests;

4. A schedule of insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;

5. Details of an internal dispute resolution procedure;

6. Written confirmation by all of the constituents:

   i. of their joint and several liability to the Employer to Provide the Works / to Provide the Services;

   ii. proof of separate bank account/s in the name of the joint venture;

   iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the Consultant’s representative.

   iv. identification of the roles and responsibilities of the constituents to Provide the Works / Provide the Services in terms of the contract with the Employer.

7. Financial requirements for the Joint Venture:

   7.1 The working capital required by 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;

   7.2 The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z2.2  Legal Status

Insert the additional clause 21.6:

The Consultant shall not alter its composition or legal status of the joint venture without the prior approval of the Employer.

Z3  Additional obligations in respect of Termination

Z3.1  
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.

Z4  Right Reserved by Transnet to Conduct Vetting through SSA

Z4.1  
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.

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

Z5  Protection of Personal Information Act

The Employer and the 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.

Z6  Additional Clause Relating to Collusion in the Construction Industry

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.
C1.2 Contract Data

Part two - Data provided by the Consultant

The tendering consultant is advised to read both the NEC3 Professional Services Contract (June 2005) and the relevant parts of its Guidance Notes (PSC3-GN)\(^2\) 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 146 to 150 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></td>
<td>1 Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td>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>
<tr>
<td>Info.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CV’s (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2-7</td>
<td></td>
</tr>
</tbody>
</table>

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

---

\(^2\) Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009
11.2(13) The staff rates are:

<table>
<thead>
<tr>
<th>name/designation</th>
<th>rate</th>
</tr>
</thead>
</table>

A Priced contract with activity schedule

11.2(14) The activity schedule is in Part C2: C2.2 Activity Schedule

11.2(18) The tendered total of the Prices is

<table>
<thead>
<tr>
<th>Part C2: C2.2 Activity Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>........................................ (in figures)</td>
</tr>
</tbody>
</table>

| ................................................ (in words), excluding VAT |

<table>
<thead>
<tr>
<th>Part C2: C2.2 Activity Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>........................................ (in figures)</td>
</tr>
</tbody>
</table>

| ................................................ (in words), excluding VAT |
C2. Pricing Instructions

C2.1 Pricing instructions: Option A

1.1 The conditions of contract

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

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006) Option a states:

14. The Activity Schedule is the activity schedule unless later changed in accordance with this contract.

15. The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

18. The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.3 Measurement and Payment

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

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

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

1.3.4 The Consultant’s detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, on costs, risks, liabilities, obligations, etc. relative to the contract.
The Consultant details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Consultant may split or combine the activities to suit his particular methods.
**C2.2 Activity Schedule**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design of Attenuation Pond and Jacked Pipe</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Drawings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Activity Schedule</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Price (Excluding VAT)

14% V.A.T.

TOTAL
PART 3: SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C3.1</td>
<td>The Scope</td>
<td>1</td>
</tr>
</tbody>
</table>

Total number of pages 2
TRANSNET GROUP CAPITAL
ENQUIRY NUMBER: 3426584.03S
DESCRIPTION OF THE SERVICES: REMEDIATION OF SLOPE INSTABILITY- FEE PROPOSAL FOR DESIGN OF ATTENUATION POND AND JACKE Pipe

The following scope should also be adhered to in conjunction with the technical scope supplied:

1. The design of Attenuation pond and Jacked pipe

2. Development of a Bill of Quantities