

NEC3 Professional Services Contract

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

TBA

Registration Number

(hereinafter referred to as the "*Consultant*")

The Provision of Professional Design Services at Grootvlei Station - Coal Offloading Terminal

Contract Number **DBN-3414262-001**

Start Date **05 May 2014**

Completion Date **02 June 2014**

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The Tender

Part T1 : Tendering Procedures

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T1.1 Tender Notice and Invitation to Tender

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T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the provision of design services for the Grootvlei Station, Coal Offloading Terminal over a period of 4 (four) weeks.

Preferences are offered to tenderers who submit a valid BBBEE status level verification certificate, or a certified copy thereof, substantiating their B-BBEE rating.

Only tenderers who meet the minimum prequalification criteria of 60% in terms of the Pre-Qualifying Quality (Functionality) Criteria will be eligible for further evaluation.

The physical address for collection of tender documents is:

Transnet Freight Rail (RME)

237 Mahatma Gandhi Road

Point

Durban

Documents may be collected during working hours after 08:30hrs to 15:00hrs from 01st April to 08th April 2014 or at the compulsory clarification meeting.

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

Mrs Deborah van Wyk
Tel No 031 361 1772
Fax No. 0866 403 153
Email Deborah.vanwyk@transnet.net

A **compulsory clarification** meeting with representatives of the Employer will take place at TFR-RME Office, Protea Road in Grootvlei on Thursday, 10th April 2014, starting at 11:00hrs.

The closing time for receipt of tenders is 12:00hrs on Thursday, 24th April 2014.

Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

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

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

Transnet fully subscribes to Government's New Growth Path objectives and Supplier Development commitments by Respondents will consequently feature prominently in the evaluation and award of this business.

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

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

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail (RME)
Fax No. 0866 488 153
Attention: Debbie van Wyk

Project No.: 3414262
Tender No.: DBN-3414262-001
Closing Date: 24th April 2014

**For: THE PROVISION OF DESIGN SERVICES AT GROOTVLEI STATION, COAL
OFFLOADING TERMINAL**

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

Check
Yes
No

REASON FOR NOT TENDERING:

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

SIGNATURE : _____

TITLE: _____

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T1.2 Tender Data

T1.2 Tender Data (Alternative Method 2)

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

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

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

Clause	Data
F.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
F.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) Part C2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules Part C3: Scope of work C3 Scope of Services
F.1.4	The Employer's agent is: Name: Debbie van Wyk Address: 237 Mahatma Gandhi Road, Point, Durban Tel No. 031 361 1772 Fax No. 0866 488 153 E – mail Deborah.vanwyk@transnet.net
F1.6	The competitive negotiation procedure may be applied.

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

1. Pre-Qualifying Quality (Functionality) Criteria

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

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

Quality criteria	Sub-criteria	Maximum number of points
T2.2-2 : Programme	➤ Programme indicating capability to complete the work	40
T2.2-7 Management and CV's of key persons Experience of staff allocated to the project / availability of skills to manage and perform the contract (assigned personnel)		15
T2.2-20 Quality Plan		15
T2.2-25 Previous experience Tenderer's experience in carrying out work of a similar nature	➤ Project relevant experience - List, brief description, and cost of projects undertaken over the past 5 years	15
T2.2-47 Contractor's Design and Technical Compliance		15

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

- **T2.2-2 Programme**
- **T2.2-7 Management and CV's of key persons**
- **T2.2-20 Quality Plan**
- **T2.2-25 Previous experience**
- **T2.2-47 Contractor's Design and Technical Compliance**

The minimum number of evaluation points for quality is : 60

Each evaluation criteria will be assessed in terms of Five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #3)

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

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

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original, plus 2 (two) copies.

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

Location of tender box	Ground Floor, Main Reception TRANSNET FREIGHT RAIL (RME)
Physical address:	Queens Warehouse 237 Mahatma Gandhi Road Point Durban

Identification details:

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

- Name of Tenderer: (insert company name)
- Contact person and details: (Insert details)
- The Tender Number: (insert)
- The Tender Description: Design Services at Grootvlei Station

Documents must be marked for the attention of Deborah van Wyk

Prior arrangement on the submittal of large tender documents should be made with Deborah van Wyk

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 offer is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is 18 weeks.

F.2.18 Provide, on request by the *Employer*, any other material information that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the *Employer* for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the *Employer's* request, the *Employer* may regard the tender offer as non-responsive.

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

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

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

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

F.3.4 The time and location for opening of the tender offers are:
Time 12:00hrs on Thursday, 24th April 2014
Location: Queens Warehouse
237 Mahatma Gandhi Road
Point
Durban

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

F.3.13.7

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

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

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

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

F.3.13 Tender offers will only be accepted if:

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

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

Part T2 : Returnable Documents

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T2.1 List of Returnable Documents

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T2.1 List of Returnable Documents

1. Returnable Schedules

T2.2-2	Programme
T2.2-7	Management and CV's of key persons
T2.2-9	Insurance provided by the Consultant
T2.2-14	Authority to submit tender
T2.2-15	Certificate of attendance at tender clarification meeting
T2.2-16	Record of addenda to tender documents
T2.2-17	Compulsory Enterprise Questionnaire
T2.2-20	Quality Plan
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-36	RFP Declaration Form
T2.2-43	RFP – Breach of Law
T2.2-47	Contractor's Design and Technical Compliance
T2.2-50	BBBEE Preference Points Claim Form

This schedule is required for payment purposes only:

T2.2-34	Supplier Declaration Form
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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

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

Clause 84.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006) 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.

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2-14 : Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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B. Certificate for Partnership

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

Name	Address	Signature	Date

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

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C. Certificate for Joint Venture

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

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

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

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

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D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

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T2.2-15 : Certificate of Attendance at Tender Clarification Meeting

This is to certify that

_____ (Tenderer)

of _____ (address)

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

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

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

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

.Particulars of person(s) attending the meeting:

Name	_____	Signature	_____
Capacity	_____		
Name	_____	Signature	_____
Capacity	_____		

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

Name	_____	Signature	_____
Capacity	_____	Date & time	_____

T2.2-16 : Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2-17 : Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

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Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

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

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

*insert separate page if necessary

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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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) and IRBA (Independent Regulatory Board for Auditors).

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 or Registered Auditors approved by IRBA will be valid.

All certificates are to display the BBEE Verification Agency Body Name and BVA Body number or a Registered Auditor's Body Name and IRBA number.

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

Scorecard Types	Exempted Micro Enterprise	Qualifying Small Enterprise	Generic Construction
Discipline	Parameters are based on annual turnover of the Measured Entity		
Contractor	Annual turnover < R 5 million	Annual turnover > R 5 million and equal to or , < R 35 million	Annual turnover > R 35 million
Built Environment Professionals (BEP)	Annual turnover < R 1,5 million	Annual turnover > R 1,5 million and equal to or , < R 11,5 million	Annual turnover > R 11,5 million

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:
 - 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;
 - 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:
 - If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
 - 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 _____

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T2.2-31 : Supplier Code of Conduct

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

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

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

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

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

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

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

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.

Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or business associates have an interest.
- Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest which exists between themselves and any employee and/or Transnet Board member.

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

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

Signed this on day _____ at _____

Signature

T2.2-33 : Mutual Non-Disclosure Agreement

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

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

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

and

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

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of provision of design services at Grootvlei Station – coal offloading terminal (“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 1986), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

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

3. Exclusions

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

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure;
- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

- 4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

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

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

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

6. Non-Solicitation

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

7. Mandatory Disclosure

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

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10. No Representations

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

11. Term

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

12. Miscellaneous

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

13. Governing Law and Jurisdiction

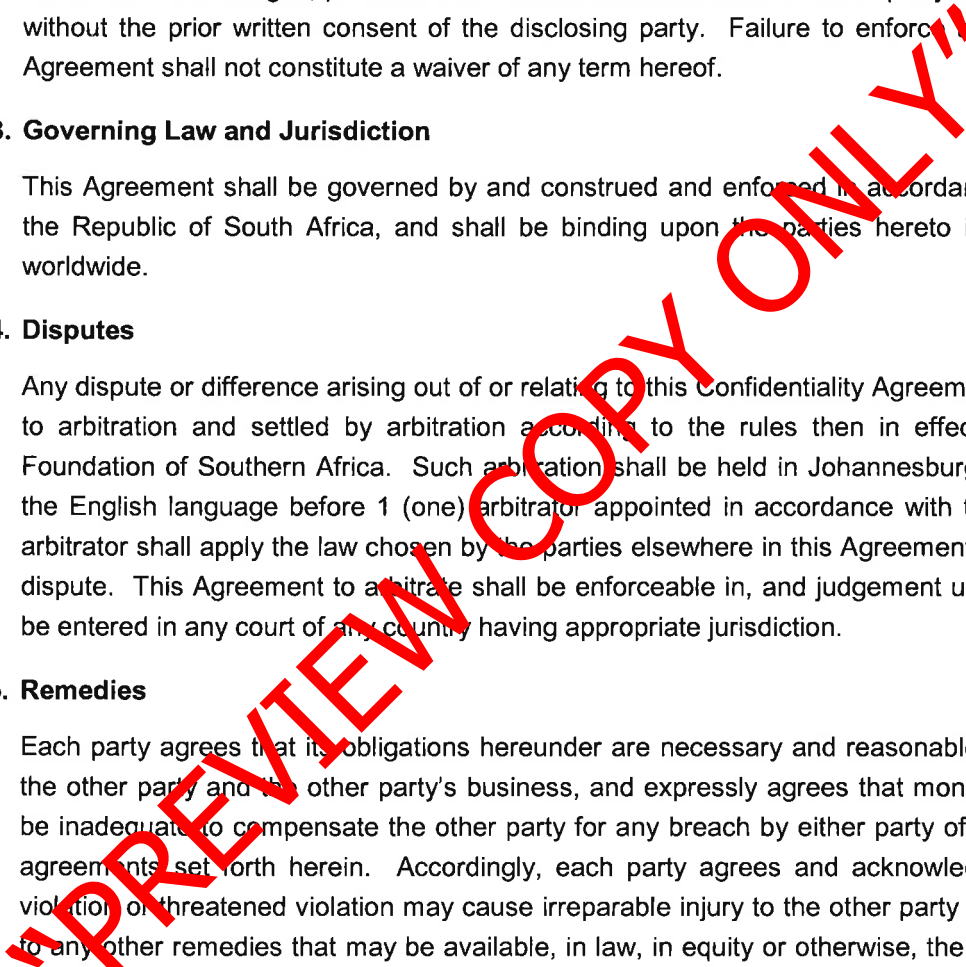
This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

14. Disputes

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

15. Remedies

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



Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

**This schedule is required for payment
purposes only**

"PREVIEW COPY ONLY"

T2.2-34: Supplier Declaration Form

Transnet Supplier Declaration / Application

THE FINANCIAL DIRECTOR OR COMPANY SECRETARY:

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

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

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

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

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

IMPORTANT NOTES:

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

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

Document Name: Vendor Master_Trade Vendor Management Procedure (Revised)

Classification:

Date: 16 January 2011

REF:

Revision: Version 4.1

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i) Supplier Declaration Form

Company Trading Name	
Company Registered Name	

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

If **YES** state the previous name below

Trading Name	
Registered Name	
Company Registration Number Or ID Number If A Sole Proprietor	
Form of entity	CC Trust Pty Ltd Limited Partnership Sole Proprietor

Is your company VAT Registered?	Yes	No	Exempt
---------------------------------	-----	----	--------

If Yes , state VAT Registration Number	
---	--

If No or Exempt , state reason	
---------------------------------------	--

Bank Name	Bank Account Number
-----------	---------------------

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

Contact Person	
Designation	
Telephone	
Email	

Last Financial Year Annual Turnover	<R1Million	R1-R5Million	R5-R35Million	>R35Million
-------------------------------------	------------	--------------	---------------	-------------

Indicate using a 'X' the business sector in which your company is involved / operating	
Agriculture	
Manufacturing	
Electricity, Gas and Water	
Retail, Motor Trade and Repair Services	
Catering, accommodation and Other Trade	
Community, Social and Personal Services	
Mining and Quarrying	
Construction	
Finance and Business Services	
Wholesale Trade, Commercial Agents and Allied Services	
Transport, Storage and Communications	
Other (Specify)	

ii) Category of Supplier

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

Company Trading Name	
Company Registered Name	

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

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

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

If your answer to Question B is "YES", please answer the questions below:

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

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

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

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No	

Internal Transnet Departmental Questionnaire

Company Trading Name	
Company Registered Name	

To be completed by the Transnet Requesting / Sourcing Department

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

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

Name		Designation	
Signature		Date	

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

A. Internal Document Checklist

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

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

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

Document Name: Vendor Master_Trade Vendor Management Procedure

Classification:

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 PRO-FAT-0202 Rev03

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Annexure A

Company Trading Name	
Company Registered Name	

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

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

For admin purposes only:

	Yes	No
Labour broker exempt therefore not an employee and no PAYE to be deducted (Accounts Payable)	<input type="checkbox"/>	<input type="checkbox"/>
Labour broker without an IRP 30 exemption certificate then for regarded as an employee and PAYE must be withheld (HR / Payroll)	<input type="checkbox"/>	<input type="checkbox"/>
Certified copy of IRP30 exemption certificate received:	<input type="checkbox"/>	<input type="checkbox"/>
Name		Signature
Position		Date

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Annexure B

Company Trading Name	
Company Registered Name	

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

	Yes	No
<p>1.) Do you employ three or more full-time employees (excluding "connected persons" in relation to yourself)?</p> <p>If "yes", please provide the following documentation;</p> <ul style="list-style-type: none"> – A copy of a recent months EMP 201 form; – A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons. <p>If the above documentation is provided, payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to questions 2 and 3. If "no", please proceed to question 2.</p>		
<p>2.) Will you render your services mainly at the premises of Transnet?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to question 3. If "yes", please proceed to question 3.</p>		
<p>3.) Will you be working under the supervision and control of Transnet as to the manner in which your duties are performed or as to the hours you are required to work?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL.</p> <p>If "yes", you will not be regarded as an independent contractor for employees' tax purposes and payments to you will be subject to employees' tax. Normal tax tables will apply.</p>		
<p>4.) Is the contractor required to work for a period of 22 hours or more per week?</p> <p>If the answer is "yes" the person will be regarded as being in standard employment and payments made to employee will be subject to employees' tax in accordance with the tax tables for natural persons.</p>		
<p>5.) Is the contractor required to work at least 5 hours a day, but Transnet will not pay the contractor more than R200 for that day? If the answer is "yes" employees' tax should not be withheld.</p>		
<p>6.) Will the contractor be working for less than 22 hours for Transnet, but Transnet will be their only employer?</p> <p>If the answer is "yes" a written declaration should be supplied to Transnet to the effect that Transnet will be the only employer of the contractor. The contractor is in standard employment and employees' tax needs to be withheld in accordance with the tax tables for natural persons.</p>		
<p>7.) Will Transnet expects the contractor to work for a period of less than 22 hours per week? If the answer is "yes" the contractor is in non-standard employment and employees' tax needs to be withheld at a flat rate of 25%.</p>		
<p>8.) Will the contractor be allowed to work for any other employer while performing duties for Transnet? If the answer is "no" the contractor needs to provide Transnet with a written declaration to the effect that Transnet is its only employer. If contractor can supply such declaration it will be regarded as being in standard employment and employees' tax must be calculated in accordance with the tax tables for natural persons.</p>		

TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: 4113399090 – Geotechnical Investigation

DESCRIPTION OF THE WORKS: THE PROVISION OF GEOTECHNICAL INVESTIGATION FOR EXTENSION OF RAILWAY LINES AT PHALABORWA YARD

For admin purposes only:

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

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T2.2-34: Supplier Declaration Form

Annexure C

Company Trading Name	
Company Registered Name	

In order for Transnet to evaluate whether the supplier is a "Personal Service Provider" as defined in the Fourth Schedule to the Act, the supplier must answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to the supplier.

	Yes	No
<p>1.) Does your company / close corporation or trust employ three or more full-time employees (other than shareholders, members or connected persons) on a full time basis?</p> <p>If "yes" please provide the following documentation;</p> <ul style="list-style-type: none"> - A copy of a recent months EMP 201 form; - A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons). <p>If the above documentation is provided, payments to be made will not be subject to PAYE, UIF or SDL. No need to complete questions 2 – 7.</p> <p>If the above documentation cannot be provided, please continue in completing this form. If the answer is "no", please proceed to the next question.</p>		
<p>2.) Where your organisation is a company, will a shareholder (20% or more) or a "connected person" in relation to such shareholder(s) provide the services to Transnet?</p> <p>Where your organisation is a close corporation, will a member or a "connected person" in relation to such member(s) provide the services to Transnet?</p> <p>Where your organisation is a trust, will a beneficiary or a "connected person" in relation to such trust provide the services to Transnet?</p> <p>If your answer is "yes" to any one of the above questions, you need to complete each of the remaining questions.</p> <p>If your answer is "no", the payments made to the company will not be subject to PAYE, UIF or SDL.</p>		
<p>3.) Would the person supplying the services to Transnet be regarded as an employee of Transnet if the services were rendered directly to Transnet, notwithstanding that the services are rendered via a company, close corporation or trust?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company, close corporation or trust are subject to PAYE and SDL. If the answer is "no" please continue in completing this form.</p>		
<p>4.) Will the person rendering the services to Transnet render such services mainly at the premises of Transnet and will such person be working under the supervision and control of Transnet as to the manner in which such person's duties are performed?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company / close corporation or trust are subject to PAYE and SDL.</p> <p>If the answer is "no" please continue in completing this form.</p>		
<p>5.) Will your company / close corporation or trust derive more than 80% of its income during the year of assessment from any one client?</p> <p>If the answer is "yes" the company / close corporation or trust is a "personal service provider" and payments to the company / close corporation or trust be will be subject to PAYE and SDL. If the answer is "no", you should provide Transnet with a written declaration. If a written declaration is provided, no employees' tax will be deducted from payments to be made the company / close corporation or trust.</p>		

For Admin purpose only:

Company Trading Name	
Company Registered Name	

Personal Service Provider – Not regarded as an employee, therefore no PAYE to be deducted (Accounts Payable)		
Personal Service Provider regarded as an employee, therefore PAYE must be withheld (HR / Payroll)		
Declaration in terms of 3 or more employee's received?		
Declaration in terms of 80%of income?		
Name		Signature
Position		Date

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1.1 Supporting Documents Required

The table below contains a list of compulsory documentation in relation to the each type of Trade Vendor:

Vendor Documents required									
	Company Registration	Proof of Ownership	Proof of banking details	Income Tax	Vat registration	Company Name Change	Proof of Address	Proof of communication	Proof of BBBEE
Sole Proprietor	ID document of Individual	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Close Corporation – CC	CK 1 (Close Corporation Founding Statement)	Shareholdings Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK2 (Amended Founding Statement)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Partnership	Letters stating Partners with ID numbers	Partnership agreement	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Public Company – LTD	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Private Companies – (PTY) LTD	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

DESCRIPTION OF THE WORKS: THE PROVISION OF GEOTECHNICAL INVESTIGATION FOR EXTENSION OF RAILWAY LINES AT PHALABORWA YARD

Business Trust	Deed of Trust – Trust agreement	Clear copy of Trustees Identity document	Original Certified letter from bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and/or BBBEE certificate
Non Profit Organizations (NPO)	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Incorporated company – INC	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Parastatels / Government Institutions (E.g. Municipalities, Eskom, etc.)	Certified Letter head / Certified invoice	N/A	Original Certified letter from bank with bank stamp and / or original Cancelled Letterhead / Certified invoice	A valid certified original Tax Clearance / certified letterhead / Certified invoice	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Educational Institution (e.g. Universities / colleges / schools)	CK documents / Certified Letter head	N/A	Original Certified letter from bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

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TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: 41.13399090 -- Geotechnical Investigation

DESCRIPTION OF THE WORKS: THE PROVISION OF GEOTECHNICAL INVESTIGATION FOR EXTENSION OF RAILWAY LINES AT PHALABORWA YARD

Specialised Professions (E.g. Promotional speakers, Doctors, Specialists etc.)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance / Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Financial Institutions (e.g. banks)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance / Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

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Document Name: Vendor Master_Trade Vendor Management Procedure

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

Page 12 of 12

T2.2-34: Supplier Declaration Form

T2.2-36 : RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" overleaf).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 20____

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

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T2.2-43 : REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby certify that
I/we have/have not been found guilty during the preceding 5 (five) years of a serious breach of law,
including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or
other administrative body. The type of breach that the Respondent is required to disclose excludes
relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

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

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet 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 Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status 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;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;

- 2.10 **"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 and 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;
- 2.11 **"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;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"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;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or 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;
- 2.16 **"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 Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"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
- 2.18 **"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 for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 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 will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder 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 will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4.2

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.

- 4.3 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.4 Bidders other than EMEs 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.
- 4.5 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity provided that the entity submits its B-BBEE status level certificate.
- 4.6 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.
- 4.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.9 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the

capability and ability to execute the subcontract.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above 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 an Accounting Officer as contemplated in the Close Corporation Act.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

(i) Name of Company/Firm.....

(ii) VAT registration number.....

(iii) Company registration number.....

- (iv) Type of Company / Firm
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety
 - Close Corporations
 - Company (Pty) Ltd[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....
.....

.....
.....
(vi) Company Classification

- Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g Transporter, etc
- [TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

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BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) 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, Transnet 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, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:

COMPANY NAME:

ADDRESS:

.....

.....

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**These schedules are required for evaluation
and adjudication purposes in terms of CIDB
requirements**

PRE-QUALIFICATION QUALITY CRITERIA SCHEDULE

T2.2-2 : Programme

Note to tenderers:

Programme

Please provide your proposed programme showing the following:

- Simplified bar chart with sufficient details to show clearly the duration of the works. This programme must be accompanied by a detailed personnel composition and level of skills for every phase of the project

The scoring for the Programme will be as follows:

	Programme
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	The programme is poor and is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The programme is generic and not tailored to address specific project objectives. The programme does not adequately deal with the critical characteristics of the project.
Good (score 90)	The programme addresses the specific project objectives and is sufficiently flexible to accommodate changes that may occur during execution.
Very Good (score 100)	Besides meeting the "good" 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.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-7 : Management & CV's of Key Persons – PSC¹

Please describe the management arrangements for the *works*.

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

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
 - Working with the NEC3 Professional Services Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
- 6.

7. Attached submissions to this schedule:

8.
9.
10.
11.
12.

¹NEC3 Professional Services Contract (June 2005)(amended June 2006).

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

	General experience and qualifications	Adequacy for the assignment	Knowledge of issues pertinent to the project
0	The tenderer has submitted no information or inadequate information to determine a score.		
Poor (score 40)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project
Satisfactory (score 70)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project
Good (score 90)	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project
Very good (score 100)	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training and experience	Key staff have outstanding experience of issues pertinent to the project

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-20 : Quality Plan

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

1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

Attached submissions to this schedule:

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The scoring of the Quality Plan will be as follows:

	Quality Plan
No Response (score 0)	Failed to provide information.
Poor (score 40)	Poor response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.
Satisfactory (score 70)	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.
Good (score 90)	Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated employer's requirements.
Very Good (score 100)	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

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PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-25 : Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar services, list brief description and cost of projects undertaken over the past 5 years relating to services indicated in the tender enquiry.

Tenderers to provide reference list on all projects cited as past experience, including current projects if any.

Index of documentation attached to this schedule:

.....

.....

.....

The scoring of the tenderer's Previous Experience will be as follows:

	Previous Experience
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Tenderer's experience in similar scope of services is limited
Satisfactory (score 70)	Tenderer's experience reasonable – has successfully executed most of the services defined in the scope at least once.
Good (score 90)	Tenderer's experience extensive – has successfully executed most services defined in the scope several times.
Very Good (score 100)	Tenderer has outstanding experience - executed all services within scope of services, with a broad client base which includes services provided to Transnet

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PRE-QUALIFICATION QUALITY CRITERIA SCHEDULE

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

Note to tenderers:

Tenderers are to list in this schedule all principle design criteria and design standards applicable to the design offered.

Tenderers shall also complete and attach to this schedule a clause-by-clause statement of compliance to the requirements of the Works Information
 Each statement of less than full compliance must be properly clarified.

The score for Design and Technical Compliance will be as follows:

	Design and Technical Compliance
No Response (score 0)	The tenderer has submitted no information to determine a score.
Poor (score 40)	The tenderer has submitted inadequate information regarding design and technical compliance
Satisfactory (score 70)	The tenderer has limited design and technical compliance
Good (score 90)	The tenderer has extensive design and technical compliance
Very Good (score 100)	The tenderer has outstanding design and technical compliance

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

The Contract

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Part C1 : Agreements and Contract Data

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C1.1 Form of Offer and Acceptance

"PREVIEW COPY ONLY"

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

THE PROVISION OF DESIGN SERVICES FOR GROOTVLEI STATION, COAL OFFLOADING TERMINAL

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the 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.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *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 _____
(Insert name and address of organisation)

Date _____

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.

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.

Signature(s) _____

Name(s) _____

Capacity _____

**for the
Employer:**

Transnet SOC Limited
237 Mahatma Gandhi Road
Point
Durban

Name &
signature of
witness

Date _____

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

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.

<p>For the tenderer:</p> <p>Signature _____</p> <p>Name _____</p> <p>Capacity _____</p> <p>On behalf of _____</p> <p>Name & signature of witness _____</p> <p>Date _____</p>	<p>For the Employer:</p> <p>_____</p> <p>_____</p> <p>Transnet SOC Limited 237 Mahatma Gandhi Road Point Durban</p> <p>_____</p> <p>_____</p>
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C1.2 Contract Data (Parts 1 & 2)

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C1.2 Contract Data

Part one - Data provided by the Employer

Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

Rows containing the statement and data for options in the core clauses and for the main & secondary option clauses, according to the options chosen, are identified by shading in the left-hand column.

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	A: Priced contract with activity schedule W1: Dispute resolution procedure X2 Changes in the law X7: Delay damages X10 <i>Employer's Agent</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013) ¹	
10.1	The Employer is (Name): Address Having elected its Contractual Address for the purposes of this contract as: Tel No. Fax No.	Transnet SOC Ltd (Registration No. 1990/000900/30) Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001 Transnet Freight Rail (RME) 237 Mahatma Gandhi Road Point Durban, 4001 Postal Address: P O Box 38163 Point 4069 (031) 361 1772 0866 488 153

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

11.2(9)	The <i>services</i> are	The provision of Design Services. Possible Environmental Impact on the project.	
11.2(10)	The following matters will be included in the Risk Register	Delays to completion of the works. Possible Environmental Impact on the project.	
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
13.6	The <i>period for retention</i> is	3 (three) years following Completion or earlier termination.	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		site	05 May 2014
3	Time		
31.2	The <i>starting date</i> is	05th May 2014	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	02nd June 2014	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance with	the tender submission.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	1 week	
4	Quality		
42.2	The <i>defects date</i> is	4 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	30th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs
		Car hire not exceeding group B	Charged at proven costs

		Accommodation – Charged at proven Protea Group or costs Town Lodge Group or 3 Star equivalent
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.2	The <i>currency of this contract</i> is the	South African Rand.
51.5	The <i>interest rate</i> is	the prime lending rate of the Standard Bank of South Africa.
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i> .
8	Indemnity, insurance and liability	
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are	
	Event	Cover
	failure by the <i>Consultant</i> to use the skill and care normally used by professional providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R5 000 000,00 in respect of each claim, without limit to the number of claims
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability for not less than R5 000 000.00 in respect of each claim, without limit to the number of claims.
		Period following Completion of the whole of the <i>services</i> or earlier termination
		52 Weeks
		0 Weeks

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	death of or bodily injury to employees of the <i>Consultant</i> 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 <i>Consultant</i> 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 R5 000 000.00
81.1	The <i>Employer</i> provides the following insurances	Nil
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Minimum the replacement value of damaged asset
9	Termination	No additional data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at	tender submission.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration

W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	<p>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</p> <p>Durban</p> <p>The Chairman of the Association of Arbitrators (Southern Africa)</p>
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12 Data for secondary Option clauses

X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R1,000.00 per day
X10	The Employer's Agent	
X10.1	<p>The <i>Employer's Agent</i> is</p> <p>Name:</p> <p>Address</p> <p>The authority of the <i>Employer's Agent</i> is</p>	<p>Callie Herselman</p> <p>cnr Jet Park and North Reef Roads Elandsfontein</p> <p>The Employer's Agent is delegated to carry out all the actions of the Employer as stated in this contract with the exception of those required by clauses 51.1 and 90, 91 and 92 (termination).</p>

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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.

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation rate

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² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

25.2	The <i>Employer</i> provides access to the following persons, places and things	<p style="text-align: center;">access to</p> <p style="text-align: center;">1</p> <p style="text-align: center;">2</p> <p style="text-align: center;">3</p>	<p style="text-align: right;">access date</p>
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	<p style="text-align: center;">item</p>	<p style="text-align: right;">amount</p>
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	<p>(in figures)</p> <p>(in words), excluding VAT</p>	

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Part C2 : Pricing Data

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C2.1 Pricing Instructions

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PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing Instructions: Option A	1
C2.2	Activity Schedule	4

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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 and April 2013) Option A states:

- Identified and defined terms** 11 (14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- 11.2 (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 sum 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, oncosts, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Activity Schedule

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C2.2 - ACTIVITY SCHEDULE

Item	Reference	DESCRIPTION	LUMP SUM PER ACTIVITY
1		STAGE 1 - WORKS IDENTIFICATION AND INITIAL SERVICES	
1.1	1.1	Compilation of User Requirement Specification (URS)	
1.2	1.2	Simulation (including graphic representation of findings) of the options as per item 1.2 in the scope of services	
1.3	1.4.13 & 1.4.14	Detailed topographical site survey (including DTM) - Grootvlei Station enclosure - Road linkages (incl. Redan Line Servitude up to Grootvlei Station)	
1.4	1.4.15	Geotechnical investigation - Grootvlei facility and access roads	
1.5	1.4.10	Concept layout plans for different options (allow for at least two options)	
1.6	1.4.17	Final design criteria based on outcomes of the simulation	
1.7	1.4.9	Train plan informed by simulation	
1.8	1.4.5	Operating plan for GCT yard and CTS	
1.9	1.4.12	Yard infrastructure and track layout plans	
1.10		Preliminary designs and layout plans for client approval (of preferred option) including:-	
1.10.1		Formation Layerworks for railway trackwork	
1.10.2		Access road geometrical design	
1.10.3		Access road layerworks & seal design	
1.10.4		Provincial road intersection (incl. traffic count,s etc. to obtain approval from Road Authorities)	
1.10.5		Building (Offices, loco shed, guardhouse, etc.)	
1.10.6		Domestic water supply to facilities	
1.10.7	1.4.11	Civil works for CTS gantry cranes	
1.10.8		Civil works for CTS transfer area	
1.10.9		Railway trackwork	
1.10.10		Pollution control	
1.10.11		Electrical supply & reticulation for Area lighting, CTS cranes & buildings	
1.10.12		Area Lighting design (incl. masts, luminaires & bases)	
1.10.13		Site Drainage	
1.10.14		Fencing	

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Item	Reference	DESCRIPTION	LUMP SUM PER ACTIVITY
1.11	1.4.19	Railway materials specifications	
1.12	1.4.20	Specifications & BOQ's for early works	
1.13	1.4.21	Specifications, Works information & BOQ's for all project elements	
1.14	1.4.22	Planning - materials procurement and construction programme	
1.15	1.4.23	Budget Estimates for all project elements	
1.16	1.4.29	Quality Assurance Plan for execution of the works	
2		STAGE 2 - DETAIL DESIGN	
2.1		Detail designs including:-	
2.1.1		Formation Layerworks for railway trackwork	
2.1.2		Access road geometrical design	
2.1.3		Access road layerworks & seal design	
2.1.4		Provincial road intersection (incl traffic counts) etc. to obtain approval from Roads Authorities)	
2.1.5		Buildings (Offices, loco shed, guardhouse etc.)	
2.1.6		Domestic water supply to facilities	
2.1.7	2.2.4	Civil works for CTS gantry cranes	
2.1.8		Civil works for CTS transfer area	
2.1.9		Railway trackwork	
2.1.10		Pollution control	
2.1.11		Electrical supply & reticulation for Area lighting, CTS cranes & buildings	
2.1.12		Area Lighting design (incl. masts, luminaires & bases)	
2.1.13		Site Drainage	
2.1.14		Fencing	
2.2	2.2.5	Detailed Project Programme	

Item	Reference	DESCRIPTION	LUMP SUM PER ACTIVITY
2.3	2.2.6	Issued for Construction (IFC) Drawings including:-	
2.3.1		Formation Layerworks for railway trackwork	
2.3.2		Access road geometrical design	
2.3.3		Access road layerworks & seal design	
2.3.4		Provincial road intersection (incl. traffic counts, etc. to obtain approval from Roads Authorities)	
2.3.5		Buildings (Offices, loco shed, guardhouse etc.)	
2.3.6		Domestic water supply to facilities	
2.3.7		Civil works for CTS gantry cranes	
2.3.8		Civil works for CTS transfer area	
2.3.9		Railway trackwork	
2.3.10		Pollution control	
2.3.11		Electrical supply & reticulation for Area lighting, CTS cranes & buildings	
2.3.12		Area Lighting design (incl. masts, luminaires & bases)	
2.3.13		Site Drainage	
2.3.14	Fencing		
2.4	2.2.23	Itemised BOQ for:-	
2.4.1		Formation Layerworks for railway trackwork	
2.4.2		Access road geometrical design	
2.4.3		Access road layerworks & seal design	
2.4.4		Provincial road intersection (incl. traffic counts, etc. to obtain approval from Roads Authorities)	
2.4.5		Buildings (Offices, loco shed, guardhouse etc.)	
2.4.6		Domestic water supply to facilities	
2.4.7		Civil works for CTS gantry cranes	
2.4.8		Civil works for CTS transfer area	
2.4.9		Railway trackwork	
2.4.10		Pollution control	
2.4.11		Electrical supply & reticulation for Area lighting, CTS cranes & buildings	
2.4.12		Area Lighting design (incl. masts, luminaires & bases)	
2.4.13		Site Drainage	
2.4.14	Fencing		

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Item	Reference	DESCRIPTION	LUMP SUM PER ACTIVITY
2.5	2.2.10, 17 & 22	Technical Specification	
2.6	2.2.21	Preparation and continuous update of Project Programme	
2.7	2.2.24	Budget Estimates for all project elements (+- 10%)	
2.8	2.2.25	Design Quality Assurance templates for various project elements	
2.9	2.2.27	Non-conformance templates (if required) for the various project elements	
2.10	2.2.28	Corrective Action templates (if required) for the various project elements	
GRAND TOTAL			

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Part C3 : Scope of Services

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C3.1 Service Information

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PART C3 SCOPE OF WORK

PROVISION OF CONSULTANCY SERVICES FOR THE CIVIL AND ELECTRICAL DESIGN PHASE OF THE GROOTVLEI STATION – COAL OFFLOADING TERMINAL

Contents

PREAMBLE 2

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PREAMBLE

Transnet Freight Rail (RME) have been appointed by the Client - Transnet Freight Rail (Rail Network) to submit a proposal for the design and construction phases of a project to modify portions of the TFR Grootvlei Station for purposes of establishing a terminal for transferring coal from bottom discharge containers brought in by flat-bed rail wagons, onto road legal tri-axle side tippers for conveyance to the Coal Stock Yard (CSY) at Eskom's Grootvlei Power Station.

Transnet SOC Ltd (the *Employer*) requires the services of a Main Design Consultant (the *Consultant*) to fulfil the functions of the design consultant during the initial works and design phases of the project.

Primary functions identified for the execution of the *Consultant* include:

- ◆ Preparation of a User Requirement Specification (URS) with inputs from all TFR and Eskom parties.
- ◆ Conduct a simulation of the major project activities identified in the URS to determine the requirements to meet the expected throughput.
- ◆ The assessment and modification of the yard layout at Grootvlei Station (earthworks, drainage and track) for purposes of receiving 45 wagon trains and shunting movements required for placing wagons of a yet to be determined number for offloading and reloading of bottom discharge coal containers.
- ◆ Topographical Site Survey of the Grootvlei Station area as well as the various access routes.
- ◆ Geotechnical investigation in the project area.
- ◆ The compilation of an operational plan informed by a simulation for the Grootvlei Coal Terminal (GCT) yard as well as Coal Transfer Station (CTS), clearly indicating daily operations at both elements of the project (mainline haul in and out as well as decompilation, transfer and recompilation shunting through the CTS) and the resources required to do so.
- ◆ The preliminary and detail design of all the project elements, including but not limited to:-
 - Civil works (crane beams, foundations, loading slabs, etc.) of a Coal Transfer Station (CTS) for removing bottom discharge containers from rail wagons, discharge of contained coal to road vehicles, and the return of the empty container to the rail wagon.
 - Road access infrastructure within the GCT area for the road haul interface of the transshipping of vehicles to Grootvlei Power Station and return (bulk earthworks, pavement layers and seal design).
 - Intersection at provincial road (design and approval by relevant roads authorities).
 - Bulk earthworks and formation layerworks for rail infrastructure.
 - Railway Trackwork.
 - Pollution control and environmental engineering required to support, enable and mitigate the main project activity.

- Site offices, guardhouse and weighbridge control buildings where required.
- Area lighting for a 24hr operation.
- General site drainage.
- Fencing
- Electrical supply from an adjacent Eskom 11kV feeder line.
- Electrical reticulation for area lighting, gantry cranes at the CTS, and buildings.
- Diesel refueling and storage areas if required.
- Shunting locomotive shed.

This document has been structured to identify and describe the following components of the total *Consultant's* scope as follows:

- ◆ **Section 1 – Works Identification and Initial Services**, which contains a summary of the anticipated identifiable tasks to be performed by the *Consultant* during this stage.
- ◆ **Section 2 – Final Design**, which contains a summary of the anticipated identifiable tasks to be performed by the *Consultant* in the Final Design Stage.
- ◆ **Section 3 – General Specifications**, which contains a summary of the anticipated identifiable tasks to be applied by the *Consultant* in the design of the project works.
- ◆ **Section 4 – Consultant Remuneration Issues**, which contains the payment specifics applicable.
- ◆ **Attachment A - Activity Schedule** to be read in conjunction with contract, with the intention of conversion into the Accepted Programme adopted for the Works.

DEFINITIONS, TERMS AND ABBREVIATIONS

TERM / ABBREVIATION	EXPLANATION / DEFINITION
NEC 3	New Engineering Contract - Professional Services Contract
NEC 3 Option A	NEC - Priced Contract with Activity Schedule
<i>Consultant</i>	The main design Consultant (NEC)
<i>Client</i>	Transnet Freight Rail (Rail Network), in relation to RME
<i>Bill of Quantities</i>	BOQ
<i>Contractor</i>	Transnet Freight Rail (RME) in relation to TFR (Rail Network)
<i>Employer</i>	Transnet Freight Rail (RME)
CR	Client Representative (TFR - Rail Network Central Office)
CSR	Coal Stock Yard

CTS	Coal Transfer Station
GCT	Grootvlei Coal Terminal
LWR	Long Welded Rail
Mtpa	Million tons per annum
QA	Quality Assurance - engineering functions
RFQ	Request for Quotation
RME	Transnet Freight Rail (RME)
TFR	Transnet Freight Rail - a Division of Transnet SOC Ltd
URS	User Requirement Specification

1 SECTION 1- WORK IDENTIFICATION AND INITIAL SERVICES

1.1 Determine User Requirement Specification (URS)

- 1.1.1. Building requirements,
- 1.1.2. Area lighting,
- 1.1.3. Pollution control measures,
- 1.1.4. Operational requirements,
- 1.1.5. Refueling of trucks and diesel units,
- 1.1.6. Weigh bridge,
- 1.1.7. Type of cranes for the offloading facility,
- 1.1.8. Bulk electrical supply,
- 1.1.9. Access roads,
- 1.1.10. Locomotive shed,
- 1.1.11. Access control,
- 1.1.12. Supply of water,
- 1.1.13. Firefighting,
- 1.1.14. Coal transfer station.

1.2 Simulation to inform design requirements

A simulation shall be conducted to model the train movements, loading and offloading of full and empty containers, and road haul and offloading of containers in Eskom's CSY.

The results of the simulations shall be presented graphically, and shall inform the layouts of the various project elements. These simulations shall be done using recognized simulation software and shall include:

- 1.2.1. Modelling the rail leg from Balfour North to the GCT.

- 1.2.2. Modelling the offloading of bottom discharge containers, using a shunting loco and one or two staging lines.
- 1.2.3. Modelling one and two offloading facilities (gantry cranes), offloading simultaneously.
- 1.2.4. Modelling the proposed and alternate truck route from the terminal to the power station.
- 1.2.5. Modelling the weighbridge and offloading of trucks at the power station.
- 1.2.6. Modelling 45 wagon trains with two containers per wagon.
- 1.2.7. Modelling the planned maintenance of equipment (CTS coal transfer) according to a fixed schedule.
- 1.2.8. Modelling various shunting batch sizes.
- 1.2.9. Modelling different truck fleets.
- 1.2.10. Modelling 12 hour and 24 hour operations.
- 1.2.11. Modelling train standing times, including coupling, de-coupling and brake tests on a probability distribution.
- 1.2.12. Determining the optimum rail to road operating philosophy and parameters.
- 1.2.13. Determining the maximum annual throughput of the system for the various scenarios.
- 1.2.14. Determining the optimum number of haul trucks.
- 1.2.15. Determining the operating parameters for 3 Mtpa and 5 Mtpa operations.
- 1.2.16. Determining the bottleneck (constraining resource) of the system.

1.3 Work Identification and Initial Services

Work identification and initial services of the total consulting engineering design services shall commence at the date of appointment and shall be completed within 4 weeks of that date. The work will be considered complete when the *Consultant* and the *Employer* - TFR (RME) agree that sufficient investigation, design specification and quantification have been completed by the *Consultant* to enable TFR (RME) to commence work on that portion of the Works not requiring further detail design.

1.4 Obligations of the Consultant during the works identification and initial services stage

The *Consultant* will be required to carry out the following tasks during this stage:

- 1.4.1. Function as main design consultant (the *Consultant*).
- 1.4.2. Arrange a meeting with TFR and Eskom to determine the User Requirement Specifications.
- 1.4.3. Prepare a User Requirement Specification for sign off by Transnet
- 1.4.4. Provide a simulation and graphic representation of train/road movements of the offloading facility.
- 1.4.5. Provide an operational plan indicating equipment and plant requirements.

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- 1.4.6. Compile an overall identification and characterisation of the Works required for the construction of Grootvlei Station.
 - 1.4.7. Identify construction activities that may commence at an early stage of the project that do not require detail design and specialist studies.
 - 1.4.8. Identify areas that will require further investigation, specialist studies and detail designs; and prepare a programme for the Works to enable early commencement of initial Works, later expanded to an overall design and construction programme for the Works as a whole, updated as and when relevant or requested by the Employer.

The functions and outputs of the *Consultant* shall include for:-

- 1.4.9. Train plan confirmed by the simulation.
- 1.4.10. Concept layout plans for the GCT as well as CTS areas.
- 1.4.11. Concept operating plans for the GCT yard (mainline) and CTS (shunting and road operations interface).
- 1.4.12. Yard infrastructure and track layout plans.
- 1.4.13. Topographical site survey.
- 1.4.14. A Digital Terrain Model (DTM) – vertical and horizontal alignments and levels.
- 1.4.15. Geotechnical survey and assessment.
- 1.4.16. Roads authority submission and approvals for intersection.
- 1.4.17. Establishment of the final design criteria for the construction of the Grootvlei Station, taking into consideration the various aspects of train dynamics, wagon consists, haulage speeds, annual tonnages, etc. as according to simulations.
- 1.4.18. Initial/preliminary designs for approval, specifications and input necessary for the establishment of:
 - Formation layerworks and railway trackwork
 - Access road geometric design
 - Access road layerworks and seal design
 - Provincial road intersection (incl. traffic counts, etc. to obtain approval from Roads Authorities)
 - Buildings (Offices, locomotive shed and guardhouses)
 - Domestic water supply to facilities
 - Civil works for CTS gantry cranes
 - Civil Works for CTS transfer area
 - Railway Trackwork
 - Pollution Control
 - Electrical supply and reticulation for Area Lighting, Buildings and CTS gantry cranes
 - Site Drainage
 - Fencing

- 1.4.19. Design, specify and prepare documentation for the railway engineering works of the project, within the agreed Consultant and Employer Scope of Work.
- 1.4.20. Preparation of railway materials specifications and assistance with adjudication and negotiations by the *Employer* for the procurement thereof, including welding of rails.
- 1.4.21. Preparation of specifications and quantities for design and construction for early commencement of initial work, not requiring expensive detail design services, accompanied by an appropriate BOQ.
- 1.4.22. Tender specifications and Works information for early works.
- 1.4.23. Assistance with the materials planning for programming of construction in consultation with the Employer during the initial services phase.
- 1.4.24. All works necessary to permit the pricing of the works by the Employer (TFR-RME), including preliminary costing (confirming concept costing) to +20%, -20%.
- 1.4.25. Confirmed Report, estimates and design base for project approval.
- 1.4.26. The Consultant's design of a quality assurance plan for execution of the Works.
- 1.4.27. The preparation of programmes as relevant for submission to the CR.
- 1.4.28. The preparation of drawings, technical documentation and specifications, as well as the issue of information/drawings to the CR and other parties as may be required.
- 1.4.29. Conducting design visits to the site, survey or geotechnical monitoring inspections.
- 1.4.30. Approval of a quality assurance plan for the Works.
- 1.4.31. Inclusion of other tasks required for proper completion of the initial works stage.

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2 SECTION 2 – FINAL DESIGN

During Stage 2 the *Consultant* will enable further progression of the Works wherein the Project design, specification and documentation will be completed and construction commenced.

2.1 Milestone condition ending at construction commencement

Completing Outstanding Design Services shall be deemed to have been completed at the date the CR certifies acceptance of the design works by the Client.

2.2 Obligations of the Consultant during the final design phase

The *Consultant* will be required to carry out the following tasks during this stage:-

- 2.2.1. Continue the function of the main design *Consultant*.
- 2.2.2. Complete all design required to construct the Grootvlei Station Coal Offloading Terminal.
- 2.2.3. Complete design works for all electrical, civil, structural and concrete works.
- 2.2.4. Complete the design drawings and specifications for project elements.
- 2.2.5. Arrange for and assist the *Employer* to prepare a detailed overall design completion and construction programme, updated as and when relevant or requested by the CR.

The functions and output of the *Consultant* shall include:

- 2.2.6. All detail design of all project elements to be Issued For Construction (IFC) level and quality.
- 2.2.7. All design specifications necessary for the supply and delivery of materials, construction of earthworks, layer works, stormwater and drainage, service and access roads, and ancillary works.
- 2.2.8. Completion of all designs, specifications and input necessary for the yard layout and establishment of a coal offloading terminal.
- 2.2.9. All design and material specifications required for construction of any and all support infrastructure required for project implementation per scope confirmed during the preliminary design phases.
- 2.2.10. All design and material specifications required for construction of elementary pollution control or environmental engineering works as per Transnet's signed off EIA, on the basis that a totally pollution free transfer operation cannot be guaranteed.
- 2.2.11. All final design drawings and material specifications for construction of crane support works.
- 2.2.12. Final design drawings and material specifications for the establishment of area lighting for the 24 hour operation of the terminal and power supply to the cranes.

- 2.2.13. All design and material specifications required for the construction of access and roads in the transfer station area.
- 2.2.14. All specialist services (geotechnical and traffic assessments) and quality control investigations (earthworks studies, geotechnical, laboratory, survey) in the *Consultant* design and specifications.
- 2.2.15. The *Consultant* arrange for all specialist services (geotechnical and traffic assessments).
- 2.2.16. Complete the design and quality assurance of design elements of the railway engineering works for the project.
- 2.2.17. Prepare railway materials specifications.
- 2.2.18. To quantify the expected Heavy Vehicle (siding) development traffic generation by means of a Traffic Impact Statement and to evaluate its impact on the proposed access intersection, as well as to propose suitable access arrangements of the proposed intersection and any upgrade requirements, including statutory approvals by the relevant roads authorities.
- 2.2.19. Intersection design and layout.
- 2.2.20. Assist the Employer with the preparation and implementation of a quality assurance plan for execution of the works.
- 2.2.21. Assist the *Employer* with the preparation and continuous updating of detailed programmes as relevant, for regular submission to the CR.
- 2.2.22. Continue the preparation of drawings, technical documentation and specifications and the issue of information/drawings to the CR and other parties as may be required.
- 2.2.23. Provide an itemised Bill of Quantities (BOQ).
- 2.2.24. Provide a budget and cost estimate, priced BOQ +10%, -10% accuracy.
- 2.2.25. Design quality assurance templates for electrical works, civil works, earthworks, roads and pavement layers.
- 2.2.26. Design quality assurance templates for concrete and structural works.
- 2.2.27. Non-conformance templates (design and implementation related).
- 2.2.28. Corrective Action template (design and implementation related).

3 SECTION 3 - GENERAL SPECIFICATIONS

3.1 Scope of the Engineering Design

To be provided/fulfilled by the *Consultant*.

The engineering design will contain the following elements:

- 3.1.1. Civil engineering as applied to earthworks, layer-works, drainage, pavement and ancillary works including specifications and quantities.
- 3.1.2. Civil engineering in hydraulic design as in pipe and box culverts.

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- 3.1.3. Structural design of concrete works, including specifications and quantities.
 - 3.1.4. Railway engineering for specific railway infrastructure, including specifications and quantities.
 - 3.1.5. Geotechnical engineering in support of any of the above, including formation repair or rehabilitation, pavement and structural requirements to meet future requirements.
 - 3.1.6. Metallurgical engineering for welding application and relevant quality control.
 - 3.1.7. Environmental engineering applied in the mitigation of pollution or clean-up functionality in the coal transfer station (CTS) (rail to crane area).
 - 3.1.8. Transport engineering applied to the investigation of road access options to the facility, including existing roads and new access routes within Transnet reserve and provision of final road layout and pavement design.
 - 3.1.9. Electrical engineering design for the supply of electricity and area lighting.

3.2 Key considerations

The key considerations to be considered in appointing and apportioning resources to the project are summarised below:

- 3.2.1. Time, implying expeditious completion of the Works is the essence of the Project.
- 3.2.2. The accountability for design and specifications remains with the *Consultant*.
- 3.2.3. Selected designs will be tested by considering alternative options and using a process of technical and economic elimination. Successful designs will culminate in final working drawings, proper specifications and Bill of Quantities to the extent required by TFR-RME.
- 3.2.4. All Works designed, planned and constructed shall be aimed at complete integration with Eskom, planning in terms of rail traffic and infrastructure requirements. This shall include full integration of infrastructure of the reinstated Balfour North - Grootvlei line as well as open line conditions such as arrivals and departures from Balfour North.

The *Employer* will execute all procurement:

- 3.2.5. Design parameters and all standards are to be set after consultation between the *Consultant* and the *Employer*, subject to final approval by the CR.
- 3.2.6. No lowering of the standards adopted for pricing information will be allowed, as this measurably increases risk of after-tender costing.

3.3 Grootvlei Station Coal Offloading Terminal

The core portion of the project consists of the establishment of a coal offloading terminal (GCT) at Grootvlei Station, which requires the assessment and modification of the yard layout, the modelling and design of a Coal Transfer Station (CTS), the compilation of an operational plan for the Grootvlei Coal Terminal (GCT) yard and Coal Transfer Station

(CTS), design of the road access infrastructure within the GCT area and the design of any infrastructure, including electricity supply and area lighting, as well as pollution control and any environmental engineering requirements. This includes rehabilitation and/or rebuilding sections of bulk earthworks and layer-works to comply with S410 (26 ton per axle) design, as well as drainage and ancillary works required to support the train and road transfer systems.

The construction of a Coal Transfer Station (CTS) includes the design of the crane foundations as well as a bunded loading area required for the transfer of bottom discharge containers to road vehicles, making provision for spillage mitigation.

The track layout and operations shall integrate with the Barbour North – Grootvlei railway line and the approved operating philosophy adopted for the terminal.

The road access infrastructure shall include the investigation of road access options, including existing roads and new access routes within the Transnet reserve. The final road layout and pavement design (asphalt) shall provide access to the Terminal site for heavy road vehicles.

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3.4 No limitation on extent of scope

Neither claims for extra fees, nor any reduction in professional fees will be entertained for items, the scope of which has not materially altered, but the extent of which may have increased or decreased as a result of the finalisation of the scope of work.

3.4.1 Engineering Documentation

The following limitations are recorded in respect of standard engineering documentation:

- 3.4.1.1. No allowance is made for formal tender documents. Bills of Quantities supported only by relevant technical specifications and references will be provided to TFR-RME, or any other contractor as instructed by the *Employer* for pricing (Section C1).
- 3.4.1.2. Drawings shall be IFC (Issued for Construction), and will contain all relevant information required by the *Employer* for construction work and any statutory or public authority requirements.
- 3.4.1.3. The sourcing of permanent way materials, i.e. ballast, sleepers, rails, fasteners and turnouts will be the responsibility of the *Employer*.

3.5 Works excluded from the Consultant's obligations

Only the following Works required for the project will be specifically excluded from the *Consultant's* obligations:

3.5.1. **Arranging access to properties and the acquisition of land or servitudes.**

In this respect the *Employer* (or CR) will manage the process. The *Consultant* will be required to set out and mark such servitudes and prepare the necessary layout plans for negotiation with landowners. Once construction is finalised, the *Consultant* will indicate the relevant beacons to a registered land surveyor, to be appointed by the *Employer*, for preparation of the final registration plans.

3.5.2. **The preparation of an Environmental Assessment and related Management Plan.**

In this respect the CR will manage the process and the *Consultant* will be expected to cooperate with, and if requested, to facilitate access to the site by environmental specialists in the course of their duties. The *Consultant* shall provide all the technical information required by the Environmental Practitioner.

3.5.3. **The design and specification of a Telecommunications system for train Operations.**

In this respect the CR will manage the process and the *Consultant* and *Employer* will have to cooperate with, and if requested, to facilitate access to the site by the telecommunications specialist contractor in the course of his duties. The design, procurement and construction of telecommunications facilities are excluded from the *Consultant's* obligations.

3.5.4. **Public relations.**

Public relations will be handled by the CR and the *Client*. Personnel secondments for any length of time from the *Consultant* for the execution of Client PR obligations (e.g. ECO) will, after negotiations and agreement, be to the Client's (TFR) account.

3.5.5. Bulk electricity supply.

Bulk electricity supply if required.

3.5.6. Gantry Crane (or mechanical offloading device).

The Consultant is responsible for the civil and electrical supply infrastructure for the gantry cranes (or any other mechanical off-loading device)

3.6 TFR and Eskom Involvement

The *Consultant* is required to create a close and effective working relationship with TFR in consultation with the *Employer*, CR and Eskom, as co-developer, requires a similar relationship.

4 SECTION 4 - CONSULTANT REMUNERATION

The form of contract to be employed is the NEC3 Professional Services Contract.

Option A - priced contract with activity schedule shall be applicable.

The *Activity Schedule* is coupled to a provisional programme, later to form the basis of an Accepted Programme. A pro-forma programme to be provided as part of the *Consultant's* submission.