

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 Geotechnical Investigation for Phalaborwa Rail Yard extension

Contract Number 4113399030 – Geotechnical Investigation

Start Date 19 March 2014

Completion Date 18 May 2014

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The Tender

"PREVIEW COPY ONLY"

Part T1 : Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the provision of Geotechnical Investigation for Phalaborwa rail yard extension.

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 09:00hrs to 15:00hrs on 24th to 26th February 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 488 153
Email	Deborah.vanwyk@transnet.net

A **compulsory clarification** meeting with representatives of the Employer will take place at the Phalaborwa yard site on Tuesday, 04th March 2014, starting at 11:30hrs.

The closing time for receipt of tenders is 10:00hrs on Wednesday, 12th March 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.: 4113399030

Tender No.: 4113399030 – Geotechnical
Investigation

Closing Date: 12th March 2014

**For: THE PROVISION OF GEOTECHNICAL INVESTIGATION FOR EXTENSION OF RAILWAY
LINES AT PHALABORWA YARD**

We: Do wish to tender for the work and shall return our tender by the due
date above

Do not wish to tender on this occasion and herewith return all your
documents received

Check

Yes ☐

No ☐

REASON FOR NOT TENDERING:

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

SIGNATURE : _____

TITLE: _____

T1.2 Tender Data

T1.2 Tender Data (Alternative Method 2)

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

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

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

Clause	Data
F.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
F.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules 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 Part C4: Site information C4 Site information
F.1.4	The Employer's agent is: Name: Debbie van Wyk Address: 237 Mahatma Gandhi Road, Point, Durban Tel No. 031 361 1772 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	5
T2.2-4 : Availability of Equipment and Other Resources	➤ List of equipment and staff available for fieldwork	15
	➤ List of equipment and staff available for laboratory	15
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)	➤ CV of Senior Engineer/Senior Engineering Geologist	5
	➤ Registration of the Senior Engineer with ECSA and 5 years Geotechnical experience	5
	➤ Senior Engineer to have a Honors Degree in Engineering Geology	5
	➤ Senior Engineer to be registered at the South African Council for Natural and Scientific Professions as a PR.Sci.Nat	5
	➤ Registration of the Engineer with ECSA and 2 years Geotechnical experience	5
	➤ Engineering Geologist to have a Honors Degree in Engineering Geology	5
	➤ Engineering Geologist to be registered at the South African Council for Natural and Scientific Professions as a PR.Sci.Nat	5

T2.2-22 Health and Safety Plan Health and Safety Policies and procedures which ensures compliance with stated Employer's requirements specific to the project	<ul style="list-style-type: none"> ➤ Safety File to comply with TFR Safety standards for Field Work ➤ List of Precautionary Measures (Method Statement) to prevent damage to buried Services 	5
T2.2-25 Previous experience Tenderers experience in carrying out work of a similar nature	<ul style="list-style-type: none"> ➤ Project relevant experience - List, brief description, and cost of projects undertaken over the past 5 years 	15
T2.2-37 Method Statement	<ul style="list-style-type: none"> ➤ List of precautionary measures to prevent damage to buried services 	10

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

- **T2.2-2 Programme**
- **T2.2-4 Availability of Equipment and Resources**
- **T2.2-7 Management and CV's of key persons**
- **T2.2-22 Health and Safety Plan**
- **T2.2-25 Previous experience**
- **T2.2-37 Method Statement**

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 #9)

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 F.2.15.1	The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: <table> <tr> <td>Location of tender box</td><td>Ground Floor, Main Reception TRANSNET FREIGHT RAIL (RME)</td></tr> <tr> <td>Physical address:</td><td>Queens Warehouse 237 Mahatma Gandhi Road Point Durban</td></tr> <tr> <td>Identification details:</td><td> <p>The tender documents must be submitted in a sealed envelope labelled with:</p> <ul style="list-style-type: none"> Name of Tenderer: (insert company name) Contact person and details: (insert details) The Tender Number: (insert) The Tender Description: Phalaborwa – Geotechnical Investigation <p>Documents must be marked for the attention of Debbie van Wyk</p> <p>Prior arrangement on the submittal of large tender documents should be made with Debbie van Wyk</p> </td></tr> </table>	Location of tender box	Ground Floor, Main Reception TRANSNET FREIGHT RAIL (RME)	Physical address:	Queens Warehouse 237 Mahatma Gandhi Road Point Durban	Identification details:	<p>The tender documents must be submitted in a sealed envelope labelled with:</p> <ul style="list-style-type: none"> Name of Tenderer: (insert company name) Contact person and details: (insert details) The Tender Number: (insert) The Tender Description: Phalaborwa – Geotechnical Investigation <p>Documents must be marked for the attention of Debbie van Wyk</p> <p>Prior arrangement on the submittal of large tender documents should be made with Debbie van Wyk</p>
Location of tender box	Ground Floor, Main Reception TRANSNET FREIGHT RAIL (RME)						
Physical address:	Queens Warehouse 237 Mahatma Gandhi Road Point Durban						
Identification details:	<p>The tender documents must be submitted in a sealed envelope labelled with:</p> <ul style="list-style-type: none"> Name of Tenderer: (insert company name) Contact person and details: (insert details) The Tender Number: (insert) The Tender Description: Phalaborwa – Geotechnical Investigation <p>Documents must be marked for the attention of Debbie van Wyk</p> <p>Prior arrangement on the submittal of large tender documents should be made with Debbie van Wyk</p>						
<u>NO LATE TENDERS WILL BE ACCEPTED</u>							
F.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.						
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.						
F.2.16	The tender offer validity period is 08 weeks						
F.2.18	Provide, on request by the <i>Employer</i> , 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 <i>Employer</i> 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 <i>Employer's</i> request, the <i>Employer</i> may regard the tender offer as non-responsive.						
F.2.20	If requested, submit for the <i>Employer's</i> 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	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> an original valid Tax Clearance Certificate issued by the South African Revenue Services; 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 10:00hrs on Wednesday, 12th March 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

T2.1 List of Returnable Documents

T2.1 List of Returnable Documents

1. Returnable Schedules

T2.2-2	Programme
T2.2-4	Availability of equipment and other resources
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
T2.2-22	Health and Safety Plan
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-36	RFP Declaration Form
T2.2-37	Method Statement
T2.2-43	RFP – Breach of Law
T2.2-50	BBBEE Preference Points Claim Form

This schedule is required for payment purposes only:

T2.2-34	Supplier Declaration Form
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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

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 <i>services</i>	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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

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.

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

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

"PREVIEW COPY ONLY"

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

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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> 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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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 BBBEE 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 _____

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 geotechnical investigation for Phalaborwa rail yard extension ("the Purpose"). Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

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

3. Exclusions

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

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

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

4. Non-Disclosure of Confidential Information

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

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

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

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

6. Non-Solicitation

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

7. Mandatory Disclosure

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

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10. No Representations

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

11. Term

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

12. Miscellaneous

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

13. Governing Law and Jurisdiction

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

14. Disputes

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

15. Remedies

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

Signed

Date

Name

Position

Tenderer

T2.2-34: Supplier Declaration Form

Transnet Supplier Declaration / Application

THE FINANCIAL DIRECTOR OR COMPANY SECRETARY:

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

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

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

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

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

IMPORTANT NOTES:

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

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

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

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

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

Internal Transnet Departmental Questionnaire (For office use only)

Company Trading Name	
Company Registered Name	

To be completed by the Transnet Requesting / Sourcing Department

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

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

Name		Designation	
Signature		Date	

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

A. Internal Document Checklist

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

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

Annexure A

Company Trading Name

Company Registered Name

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

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

For admin purposes only:

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

Annexure B

Company Trading Name	
Company Registered Name	

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

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

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	

"PREVIEW COPY ONLY"

Document Name: Vendor Master_Trade Vendor Management Procedure

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

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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>		

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 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	

"PREVIEW COPY ONLY"

Document Name: Vendor Master_Trade Vendor Management Procedure

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

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T2.2-34: Supplier Declaration Form

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

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 cheque	A valid certified original Tax Clearance Certificate / 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 Certificate / 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

Document Name: Vendor Master_Trade Vendor Management Procedure

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T2.2-34: Supplier Declaration Form

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

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 / 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 / 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

Document Name: Vendor Master_Trade Vendor Management Procedure

REF:

Classification:

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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:	

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 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	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
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 20 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.....

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:

.....

.....

**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

T2.2-4 : Availability of Equipment and Other Resources

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Works Information.

Number of resource	Resource Type – Description

Number of Equipment	Equipment Type – Description	Hourly Rate

The scoring of the Availability of Equipment and Resources will be as follows:

	Availability of Resources
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Tenderer has a limited availability of equipment and resources to perform the services or some of the resources defined in the Pricing Schedule is not represented
Satisfactory (score 70)	Tenderer has a reasonable availability of equipment and resources to perform the services and all resources defined in the Pricing Schedule are represented
Good (score 90)	Tenderer has an extensive availability of equipment and resources to perform the services and all resources defined in the Pricing Schedule are well represented
Very Good (score 100)	Tenderer has outstanding availability of equipment and resources to perform the services, all resources defined in the Pricing Schedule are represented and structure would cater for continuity in the event of loss of key staff

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:

	Management & CV's of Key Persons
No Response (score 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 (typically less than 5 years post graduate working experience), and no professional registration either as geologist or registered with ECSA
Satisfactory (score 70)	key staff have reasonable levels of experience (typically 5 - 7 years post graduate working experience), and one or two key staff with professional registration either as geologist or registered at the South African Council for Natural and Scientific Professions as a PR. Sci.Nat.
Good (score 90)	key staff have extensive levels of general experience (typically 7-10 years post graduate working experience), and more than two key staff with professional registration either as geologist or registered at the South African Council for Natural and Scientific Professions as a PR. Sci.Nat.
Very Good (score 100)	key staff have outstanding levels of general experience (typically + 10 years post graduate working experience), and a number of key staff or Directors with professional registration as either as geologist or registered at the South African Council for Natural and Scientific Professions as a PR. Sci.Nat.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-22: Health and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Construction Safety File (Index)
13. Construction Safety Work Method Statement

Attached submissions to this schedule:

.....

.....

.....

.....

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.....

The scoring of the Health and Safety Requirements will be as follows:

	Health and Safety
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

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 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-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-37 : Method Statement

Note to tenderers:

Method statement

In addition to general methodology for the project please provide specific information for the following points:

1. Precautionary measures to prevent damage to buried services

The scoring of the Method Statement will be as follows:

	Method Statement
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 20)	The methodology approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not deal with the critical characteristics of the project.
Less than acceptable (score 40)	The methodology approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc. is too generic.
Acceptable (score 60)	Acceptable response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.
Above acceptable (score 80)	The methodology approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
Excellent (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. The methodology approach details ways to improve the project outcomes and the quality of the outputs.

Signed

Date

Name

Position

Tenderer

The Contract

"PREVIEW COPY ONLY"

Part C1 : Agreements and Contract Data

C1.1 Form of Offer and Acceptance

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 GEOTECHNICAL INVESTIGATION FOR PHALABORWA RAIL YARD EXTENSION

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

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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.

For the tenderer:

For the Employer:

Signature

Name

Capacity

(Insert name and address of organisation)

On behalf
of

Name &
signature
of witness

Date

Transnet SOC Limited
237 Mahatma Gandhi Road
Point
Durban

C1.2 Contract Data (Parts 1 & 2)

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	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X10 Employer's Agent
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail (RME) 237 Mahatma Gandhi Road Point Durban, 4001
		Postal Address: P O Box 38163 Point 4069
	Tel No.	(031) 361 1772
	Fax No.	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	
11.2(10)	The following matters will be included in the Risk Register	Delay due to difficulty obtaining occupation	
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
		1 site	19/03/2014
3	Time		
31.2	The <i>starting date</i> is	19 th March 2014	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	18 th March 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 <i>services</i> .	
5	Payment		
50.1	The <i>assessment interval</i> is on the	30 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 – Protea Group or Town Lodge Group or 3 Star equivalent	Charged at proven costs
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	Period following Completion of the whole of the <i>services</i> or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals 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	52 Weeks
	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.	0 Weeks

	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 intervals of no longer than	2 weeks.
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)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban
	The person or organisation who will choose an arbitrator	
	<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 	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Anton Smit
	Address	cnr Jet Park and North Reef Roads Elandsfontein
	The authority of the <i>Employer's Agent</i> is	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).

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(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
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

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	access to	access date
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
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		(in figures)
			(in words), excluding VAT

Part C2 : Pricing Data

C2.1 Pricing Instructions

PART C2: PRICING DATA

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

C2.1 Pricing instructions: Option A

1.1 The conditions of contract

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

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

- Identified 11** (14) The Activity Schedule is the *activity schedule* unless later changed in
and defined
terms 11.2 accordance with this contract.
- (15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.
- (18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.3 Measurement and Payment

- 1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.
- 1.3.3 The activity schedule work breakdown structure provided by the Consultant is based on the activity schedule provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.
- 1.3.4 The Consultant's detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.
- **The Consultant is to provide fulltime supervision during the geotechnical investigation activities. Safety of personnel and equipment will not be the responsibility of Transnet.**

C2.2 Activity Schedule

C2.2 Activity Schedule

Geotechnical Investigations for Extension of the Phalaborwa Yard					
Item	Description	Unit	Qty	Rate	Total
1	Safety and environmental compliance by Consultant to meet Transnet requirements in terms of Safety Category C.	sum	1		
2	Compliance with safety requirements while on site				
2.1	For fieldwork	day	10		
3	Field engineering				
3.1	Disbursements (<i>list below</i>)				
3.1.3	Hand excavated test pit possibly requiring use of a paving breaker	test pit	20		
3.1.4	Dynamic Cone Penetrometer test (1,0m long)	test	30		
3.1.5	Establishment of TLB	sum	1		
3.1.6	TLB	day	5		
3.2	Professional fees (<i>list below</i>)				
3.2.1	Engineer/Engineering Geologist responsible for supervising, profiling and sampling during fieldwork	sum			
4	Laboratory Tests				
4.1	Foundation Indicator test(incl. NMC)	test	205		
4.2	Mod/CBR (untreated)	test	20		
4.3	Other tests (<i>list below</i>)				
4.3.1		test	rate only		-
4.3.2		test	rate only		-
5	Office engineering				
5.1	Disbursements (<i>list below</i>)				
5.1.1	Printing	sum			
5.2	Professional fees (<i>list below</i>)				
5.2.1	Senior Engineer/Senior Engineering Geologist to review and responsible for the interpretative report	sum			
5.2.2	Engineer/Engineering Geologist responsible for writing the report	sum			
6	Meetings in Elandsfontein				
6.1	Disbursements (<i>list below</i>)				
6.2	Professional fees (<i>list below</i>)				
6.2.1	Senior Engineer/Senior Engineering Geologist to review and responsible for the interpretative report	sum			
	Total Price for this Task Order (Excluding VAT)				R

Part C3 : Scope of Services

C3.1 Service Information

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PART C3: THE SCOPE

Document reference	Title	No of pages
C3.1	This cover page	1
	The Scope	10
Total number of pages		11

C3.1: The Scope

Contents

PART C3: Services Information

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C3.1 Services Information

SECTION 1

1. Description of the Services

The *Services* is to do a complete geotechnical investigation at the Phalaborwa Yard. The *Services* covers the investigation of the site and any other work arising out of or incidental from the *Services* or required of the *Consultant* for proper completion of the work in accordance with the true meaning and intent of the contract document and includes the following:

Expansion of existing infrastructure which will comprise extensions and some horizontal re-alignment of approximately 11 railway lines to accommodate 100 wagon trains at the Phalaborwa Yard. This scope of work is for a Geotechnical Investigation at Transnet Freight Rail's Phalaborwa Yard which is located in the town of Phalaborwa in the Mpumalanga Province. Various line and yard extensions are required at identified locations.

The general layout (site plan) – Annexure A indicates the location and extent of the investigative work which is to be done by the Consultant.

The anticipated geotechnical problems and general risks are briefly described below:

- Relative shallow water table and/or perched water table
- Shallow bedrock and/or boulder conditions in the different rock types
- Potentially shallow buried services
- Relative thick ballast profile in certain portions along the alignment
- Potentially stabilised sections of layer works materials of unknown depth
- Working closely and/or adjacent OHTE and live yards.

A geotechnical site investigation is required for the following:

- An extension of eleven railway lines (each line extended by approximately 265m)

The **scope** of the investigation is described as follows.

- Fieldwork, laboratory testing, evaluation and reporting.
- A center line soil survey investigation for the extension of railway lines that comprises both TLB and hand excavated test pits (1,5m deep or refusal, whichever is shallower), Dynamic Cone Penetration (DCP) testing and laboratory testing of representative soil samples.

The key **professional personnel** required for this contract are as follows:

- Senior Engineer/Senior Engineering geologist to review and take responsibility for the interpretative report. The Senior Engineer to be registered with ECSA as a professional engineer (civil) with a minimum of five years geotechnical experience after registration. The Senior Engineering geologist to have an honors degree in engineering geology and be registered at the South African Council for Natural and Scientific Professions as a Pr. Sci. Nat, with a minimum of five years geotechnical experience after registration.
- Engineer/Engineering Geologist will be responsible for fieldwork supervision, profiling and sampling of test pits and interpretative report writing. The Engineer to be registered with ECSA

as a professional engineer (civil) with a minimum of two years geotechnical experience after registration. The Engineering geologist to have an honors degree in engineering geology and be registered at the South African Council for Natural and Scientific Professions as a Pr. Sci. Nat, with a minimum of two years geotechnical experience after registration.

CVs of key personnel showing qualifications, proof of registration and geotechnical experience to be submitted. The Consultant to provide proof of holding Professional Indemnity Cover and to provide proof of memberships of voluntary relevant associations i.e SAICE and CESA.

All laboratory testing is to be carried out by a South African National **Accreditation** System (SANAS) accredited laboratory. Laboratory Tests to be in accordance with TMH 1, BS1377:1990 or other applicable standards. The laboratory is to be experienced in carrying out geotechnical tests. The laboratory test results are to include all data that is required in the relevant standard. All results are to be fully typed, all graphs and charts are to be computer generated, and are to be presented in an electronic format.

On site safety is a high priority for Transnet. Transnet Freight Rail (TFR) safety requirements are included with this document. A Safety File covering the work to be executed on site (laboratory testing is excluded) is a requirement and will be reviewed by the TFR Safety Officer. No work will be permitted on site until the file has been approved and a site access certificate has been issued by the Project Manager. The adjacent railway lines will be in operation for the duration of the geotechnical investigations and no occupations will be allowed. As a consequence, all investigative work that is required by the Consultant is to take this into account. The Consultant's is to provide all personnel with the necessary PPE (hard hat, safety boots, long pants and long sleeved overalls, reflective vests, and when appropriate also gloves, safety goggles and ear plugs) while on site. The site access certificate will be issued after attendance of a Transnet safety induction, either on site or in the nearest Transnet office. Approximately 3 hours would be sufficient time for this activity.

If considered necessary, the Consultant is to make provision for providing security when doing any site related work.

Buried services, i.e. cables, sewers, drains etc. are known to occur on the site and may impact on the geotechnical investigation. The Consultant is to include, in the tender submission, a description of all the precautionary measures that will be taken to prevent damages.

The soil profiles are to be recorded according to accepted South African recommended methods (*Jennings J.E., Brink A.B.A. and Williams A.A.B. (1973) Revised Guide to Soil Profiling for Civil Engineering Purposes in South Africa. The Civil Engineer in South Africa, January 1973*).

A team of at least two are to be used for the test pitting exercise in order to comply with the SAICE Geotechnical Division Code of Practice (2007) "*The Safety of Persons Working in Small Diameter Shafts and Test Pits for Geotechnical Engineering Purposes*".

The *Consultant* is to carry out this Scope of Work in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the Guidelines Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, published by the Engineering Council of South Africa (ECSA) on 30 March 2007, and specifically:

Normal Services for the Report Stage, as described in paragraph 2.1.1 of ECSA (2007).

Information to be supplied to the Consultant:

- Site Plan Drawings showing the extent of each geotechnical investigation.
- Transnet Specification S410 (2006) "Specification for Railway Earthworks".
- Transnet Freight Rail safety requirements

2. Specifications

2.1 Applicable Generic Specifications

Transnet E7/1 (July 1998): Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.

2.2 Access Certificates

The *Consultant* must make sure that he obtains access certificates and together with his personnel comply to any safety requirements imposed by Transnet and as arranged by the Employer's Agent.

3. Constraints on how the *Consultant* Provides the Services

3.1 Requirements for Equipment (Refer to SANS 1921-1 clause 4.13)

- The requirements for equipment to be used near high voltage equipment are provided in the Generic specification, E7/1.

3.2 Deliverables

3.2.1 Tender returnables are as follows:

- The company's past experience of similar geotechnical work as well as the capacity and ability to handle projects.
- Method Statement which includes a description of all the precautionary measures that will be taken to prevent damages to buried services, i.e. cables, sewers, drains on the site and may impact on the geotechnical investigation
- Qualifications/ Proof of Registration/CVs of all key professional personnel to be deployed to do this work
- Programme indicating capability to complete the work as well as capacity and ability to meet delivery schedule

3.2.2 The **deliverables** of the successful tenderer are as follows:

- A safety file completed in terms of Transnet's Safety Requirements (Service Category C) will be required for all investigative work carried out on the sites by the Consultant. The safety file will be approved by a TFR Safety Officer to ensure that it complies with the Transnet safety requirements. Similarly for the environmental matters related to the investigation. Site access certificates will only be issued once the safety file and environmental matters related to the investigation have been approved.

- An approved program for the various main activities up to the time of presentation of the interpretive geotechnical report. Cognisance of the proposed starting date and the impact of the normal end-of-year shutdowns are to be taken into account. The delivery date of final interpretive geotechnical report must be included in the program.
- An interpretative geotechnical report that includes: The results of a center-line soil survey along the new sections of railway line that comprises test pitting and Dynamic Cone Penetration (DCP) testing at approximately 100m intervals and laboratory testing of representative soil samples. A (minimum 7 ton) backhoe (TLB) must be used to excavate test pits to a depth of approximately 3m, or to refusal of the backhoe on hard material. Where the new railway line joins the existing railway line, where TLB access is not possible and where services are suspected, hand excavated test pits (1,5m deep or refusal, whichever is shallower) are to be used. A mechanical plate compactor is to be used to compact the backfill material of all the hand excavated test pits excavated in the existing railway formation.
The report is to include the results of the laboratory testing, drawing showing the test positions, analysis, interpretation and recommendations related to material classification, slope stability of any cuttings and embankments with recommended slope angles and excavation classification. Recommendations also to be made on undercut depths where applicable and material usage. Material classification to be according to the Transnet Specification S410 (2006) "Specification for Railway Earthworks".

On site safety is a high priority for Transnet. The railway lines will be in operation for the duration of the geotechnical investigations and no occupations will be allowed. As a consequence, all investigative work that is required by the Consultant is to take this into account.

3.3 Clarification meeting

- 3.3.1 After the contract is awarded, the successful consultant must be available for a clarification meeting at the Transnet Freight Rail (RME) office at Elandsfontein. The Senior Engineer/Senior Engineering Geologist must be available for this meeting.

4. Requirements for the programme

Services Start Date: Refer to contract Data

Services End Date: Refer to Contract Data

5. Services and other things provided by the Employer

The Employer will not provide any plant, equipment or material.

There will be no other activities on site that will interfere with the execution of the requirements of this task other than train operational activities. In this regard the Consultant shall acquaint himself of and abide by the requirements of specification: Transnet E7/1 (July 1998) Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.

SECTION 2

1. Management and start up

1.1 Safety risk management

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet Capital Projects Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations'.

The *Consultant* shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Consultant's* cost and which shall be deemed to have been allowed for in the rates and prices.

The *Consultant* shall, in particular, comply with the following Acts or regulatory requirements:

- I. The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- II. Act 85 of 1993, Occupational Health and Safety Act.
- III. The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- IV. The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- V. All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.

All health and safety matters associated with the *services* will be dealt with in accordance with specifications HAS-STD-0001, HAS-P-0001, HAS-P-0002 and HAS-P-0003.

The roles and responsibilities of the various personnel acting on behalf of the *Employer's Agent* and who communicate directly with the *Consultant* and his *key persons* with respect to the CHSMP and health and safety issues are:

1. The Safety Officer who is responsible for health and safety on the Site and Working Areas and reports to the *Employer's Agent* with specific tasks to:
 - Implement the *Employers* safety management system.
 - Monitor *Consultant's* compliance.
 - Ensure risk is at an acceptable level.
 - Ensure the *Consultant's* workforce.

1.2 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Scope and Detailed Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the *service* at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access (commencement of work) will not be permitted until the Project Quality Plan (PQP) is to the *Employer's Agent* satisfaction. Refer to HMG-QM-STD-001.

1.3 *Consultant's* management, supervision and key people

The *Consultant* shall provide an organogram showing his key people and their lines of authority and communication.

The successful tenderer's team must have personnel who have the following key competencies:

1. Environmental Impact Assessment
2. Project management
3. Public participation/ facilitation

Composition of the team:

1. The tenderer must have undertaken and completed at least one large scale project of a similar nature (or equivalent), with a minimum of five years' experience (or equivalent) in undertaking EIAs of a coastal / marine nature.
2. The Project Manager must have at least five years relevant experience (or equivalent).
3. Given the scale of the project, it is essential that the team includes a proficient public participation facilitator and translator with a minimum of five years' experience. The public participation process must be cognisant of language requirements and ensure that consultation with I & APs is open and transparent.
4. Any *sub-consultants* contracted by the appointed EAP to undertake specialist studies or other relevant environmental approval processes, must meet the requirements with respect to experience (five years minimum) and must be registered with an approved professional body.

1.4 Insurance provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

1.5 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

2. Procurement

2.1 The *Consultant's* Invoices

All invoices submitted by the *Consultant* shall be VAT invoices,

When the *Employer's Agent* certifies payment (see PSC Clause 51.1) following an assessment and assessment date, the *Consultants* complies with the *Employer's* procedure for invoice

The invoice must correspond to the *Employer's Agent's* assessment of the amount due to the *Consultant* as stated in the payment certificate.

The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Consultant's* VAT Number; and

The Contract number: 4113399090 – Geotechnical Investigation

The invoice is presented either by post or by hand delivery.

Invoices submitted by post are addressed to:

Transnet SOC Ltd

PO Box 38163

Point

4069

For the attention of Debbie van Wyk, Transnet Freight Rail (RME)

Invoices submitted by hand are presented to:

Transnet Freight Rail (RME)

237 Mahatma Gandhi Road

Point

Durban

For the attention of Debbie van Wyk

The invoice is presented as an original.

2.2 People

The *Consultant* performs the *service* having due regard to the PLA that are negotiated between *Employer* and the appropriate trade unions on this contract.

The *Consultant* complies with the requirements of the IRCC involving the engineering *Consultants* engaged (including all future *Consultants*) by the *Employer*.

The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Employer's Agent*.

The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Employer's Agent*.

2.3 Sub-Consulting

Preferred Sub-Consultants

The *Consultant* shall not appoint or bring Sub-Consultants onto site without the prior approval of the *Employer's Agent*, and all Sub-Consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall appoint suitably qualified Sub-Consultants to carry out any *service*, investigative and assessment works and shall act as the *Employer's Agent* for the Sub-Consultant's *service* in terms of the Construction Regulations.

The *Consultant* shall not deviate from the approved Sub-Consultant's list without prior approval of the *Employer's Agent*.

Sub-Consultants documentation, and assessment of sub-Consultants tenders

The *Consultant* shall appoint his Sub-Consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

Attendance on Sub-Consultant

The *Consultant* shall ensure that the site restrictions, access, quality assurance, safety and environmental requirements placed on him under this Contract are transferred into any sub-consultants.