



**Transnet**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-HO-22846**

**FOR THE PROVISION OF PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES AT TAMBO SPRINGS EXCHANGE YARD FOR THE PERIOD OF THREE (3) MONTHS.**

**FOR DELIVERY TO: TAMBO SPRINGS EXCHANGE YARD**

**ISSUE DATE: 26 OCTOBER 2016**  
**CLOSING DATE: 03 NOVEMBER 2016**  
**CLOSING TIME: 10:00 AM**  
**OPTION DATE: 10 MARCH 2017**

**SUBMISSIONS SHOULD BE IN DUPLICATE HARD COPIES [1 ORIGINAL AND 1 COPY]**



**4 Legal Compliance**

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

**5 Changes to Quotations**

Changes by the Respondent to its submission will not be considered after the closing date and time.

**6 Pricing**

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

**7 Prices Subject to Confirmation**

Prices quoted which are subject to confirmation will not be considered.

**8 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

**9 Disclaimers**

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;  
or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

## 10 Specification/Scope of Work

### 1. SCOPE:

# Scope of services / work

## 1 *Employer's objectives*

The Employer's objective in entering into this contract is to obtain professional geotechnical engineering services for the Tambo Springs Project to best serve Transnet Group Capitals' (TGC) requirements.

## 2 Background

- 2.1 TGC was requested by Transnet Freight Rail (TFR) to carry out the design for the terminal Area and Arrivals and Departure Yards for the new Tambo Springs Exchange Yard.
- 2.2 The proposed yard was originally sited on Portion 37 of the Farm Tamboekiesfontein 173 – IR. However, due to size constraints, the proposed site has been extended by 2.26km towards the north eastern portions of the existing railway line (ie towards the N3).
- 2.3 The geological map of East Rand indicates that the site is underlain by Dolomites. TGC lodged a query with the Council of Geoscience (CGS) to provide information for previous investigations carried out on site.
- 2.4 The map provided by the CGS databank shows that the adjacent site, which is approximately 1.30km in length, does not have sufficient information and would have to be investigated in terms of SABS 1936-2 : Development of Dolomite Land – Part 2 Geotechnical Investigations and Determinations.
- 2.5 It has therefore been identified that an appropriate *Consultant*, with the necessary expertise and capacity to meet both the specific project needs and who are best suited to provide the service in the best interest of the *Employer*, *would be required*.
- 2.6 The aim and objective of the Consultant would therefore be to carry out a geotechnical investigation on the required Dolomite sites in terms of new and infill development for railway lines and associated infrastructure.

## 3 Management and start up

### 3.1 Documentation control

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation to the *Consultant*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to the *Employer* must be submitted through the *Employer's* Document Control Department.

### 3.2 Health & Safety Requirements

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' to this Works Information.

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* will be required to submit particulars of his Health and Safety Programme within 1 (one) week of award of contract. Particular requirements of the *Employer*, if any, will be made known on award of the contract.

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

- (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 site.

#### **Project Site Safety Statistics Spreadsheet**

During the period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

### 3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

### 3.4 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 Task Orders and 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 works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

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

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

3.6 Insurance provided by the *Employer*

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

3.7 Contract change management

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

## **4 PROCUREMENT**

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice Subcontracting

4.1.2 **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 not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 **Sub-consultants documentation, and assessment of sub-consultant 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*.

4.1.4 **Attendance on sub-consultants**

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

Plant and Materials

#### 4.1.5 **Plant & materials provided "free issue" by the *Employer***

No plant or materials are provided as "free issue" by the *Employer*.

## **5 Management structures**

- 5.1** The Task Order shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order. The *Employer's Agent* will accept, or not accept, the *Consultant's* assessment of the amount due in terms of the contract.
- 5.2** The Task Order will provide details of the specialist civil engineering advice that is sought and the site which is to be investigated as well as any special requirements relating to health and safety.

## **5 Description of the services**

- 6.1** The services that are required involve the provision of all technical expertise, labour components, materials and devices for the provision of the consulting geotechnical engineering services for the Tambo Springs Project.

The scope of the services shall include the following areas of specialization:

- Geotechnical engineering on sites underlain by dolomite using the following guideline:
  - SABS 1936-2, as well as
  - Department of Public Works (DPW) - Appropriate Development of Infrastructure on Dolomite.
- Detailed geotechnical engineering investigations on sites underlain by dolomite with specific emphasis on the design of Railway Lines. The site investigation is to include geophysical, geo-hydrological and geotechnical investigations (percussion boreholes, test pitting and laboratory testing). See DPW Appendix 2.
- Preparation of a detailed geotechnical report in terms of the DPW Appendix 2.
- All requirements and additional requirements set out in SANS 1936-2 41. To 4.3 as well as A.5 are to be adhered to.
- Preparation of the necessary requirements that will form part of the Transnet PLP Gate Review, the requirements and details of which will be presented at a later stage.
- Preparation of the detailed construction drawings, NEC 3 Contract works information, technical specifications, pricing instructions and price list for the solution accepted by the *Employer* for the tender and construction (implementation) phase of the project.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the accepted quotation for the Scope of Work.

## 6.2 General Scope of Professional Services Required

The consulting geotechnical engineer shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the Programme and the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Scope of Works.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to geotechnical engineering expertise and develop the detailed geotechnical scope of works.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports and designs at the various stages of the projects to the professional team and other relevant stakeholders.
- All Transnet tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Participate in a compulsory site clarification meeting for prospective contractors.
- Participate in the tender adjudication procedure and assist the *Employer's* Procurement Department with the evaluation of tenders and preparation of tender evaluation reports.
- Provide a suitably qualified civil Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction up to the final handover.
- Prepare commissioning, pre-commissioning and handover reports, if relevant.
- Prepare AS-BUILT documentation and maintenance manuals, if relevant.
- Be proactive with the closing and handover of the works to the client.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The *Consultant* shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet Capital Projects' drawing standards.
- Hand over all documentation including drawings in native file format.



### **6.3 Technical requirements**

The *Consultant* in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations.

### **6.4 Ownership of data, designs and documents**

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultant*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright.

## **7 Facilities and equipment to be provided by the Employer**

No facilities or equipment is provided by the *Employer*.

## **8 Invoices**

All invoices submitted by the *Consultant* shall be VAT invoices, which invoices shall be accompanied by a daily activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered, the task order number and a full breakdown of expenses to which receipts relate.

## **6. INSPECTION OF THE WORK:**

- 6.1 All work done by the contractor will be inspected during progress and after Completion by the contract Manager and the Technical officer for compliance with Transnet standards.
- 6.2 Acceptance by the Technical Officer of satisfactory completion of the work does not at all restrict the contractor from his obligation to rectify defects, which may have been overlooked or become evident at a later stage.
- 6.3 If the work is found to be satisfactory a certificate of completion will be issued and the contract will be considered complete.

**MINIMUM REQUIREMENTS FOR A GEOTECHNICAL INVESTIGATION ON A DOLOMITIC SITE****1. THE GEOTECHNICAL INVESTIGATION TO BE UNDERTAKEN SHALL INCORPORATE AND REPORT ON THE:**

- geophysical investigation
- borehole work
- geological investigation
- geohydrological data
- Dolomite risk characterisation procedure
- surficial soils mantling the site and comment on the immediate environs
- Dolomite stability zonation

**2. THE SITE SHALL BE DEMARCATED INTO RISK ZONES ACCORDING TO CURRENT PRACTICE.****3. OTHER FEATURES TO BE INCORPORATED AND COMMENTED ON WITH REGARD TO SPECIAL SITE CONDITIONS ARE:**

- Previous investigations
- Old borrow pits
- Rehabilitated areas
- Dumpsites
- Water boreholes
- Permanent or temporary natural water drainage features traversing the site

**4. REPORT FORMAT**

The geotechnical report shall be structured as follows:

- 4.1 Terms of reference
- 4.2 Existing information
- 4.3 General location and description of site
- 4.4 Procedures used in the investigation:
  - Desk studies
  - Gravity survey  
(Note: Only drilling will be required if the footprint of building is fixed).
  - Drilling programme
  - Trail holes
  - The visual inspection procedures used shall be referenced, i.e. Jennings et al (1973).
  - Laboratory Testing. The original lab reports shall be incorporated in the report
- 4.5 Geology and geohydrology
- 4.6 Dolomite stability characterisation:
  - Describe and reference the methodology used in the risk characterisation of the site.
  - Current practice requires discussion of stability conditions in terms of: **Proposed method for dolomite land hazard and risk assessment in South Africa, SAICE Journal Vol 43(2) 2001, paper 462 pages 27-36., Buttrick et.al.**

- Provide the risk characterisation of the site
- Outline the motivation for the risk characterisation of each zone.

#### 4.7 Additional Geotechnical Considerations

- Potential problematic soils at surface level
- \* Active soils
- \* Collapsible soils
- \* Disturbed natural profiles (borrow, fill)

#### 4.8 Conclusions and recommendations

- Risk characterisation
- Indicate remedial Work
- Indicate specific/special site development criteria
- Recommendation concerning appropriate development of site.
- Precautionary measures.

### 5.0 DATA CAPTURING IN REPORTS

The Department requires standardised data capturing forms as to ease evaluation of consultants information. The following information needs to be provided in standardised format:

- Site layout: 1:500 scale drawings showing the exact positions of:
  - \* Test pits
  - \* Boreholes (old and new)
  - \* Gravimetric survey
  - \* Specific site features
  - \* Risk zones
  - \* Proposed optimum location of buildings
  - \* Boreholes for water
  - \* Site contours (if available)
  
- The following information (where applicable) needs to be provided on departmental soil laboratory standardised formats:
  - \* Characterisation of borehole data
  - \* Percussion borehole drilling report
  - \* Test pit profiling report
  - \* Foundation indicator report
  - \* Consolidation test report
  - \* CBR reports

Note: Consultant to contact departmental soil laboratory to obtain standard forms for the above.

<b>PD: PARTICULAR SPECIFICATION: EXPLORATORY DRILLING FOR ENGINEERING GEOLOGICAL INVESTIGATION</b>
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**GENERAL**

This section deals with the drilling of exploratory rotary-percussion boreholes for an **Engineering Geological investigation** as well as preparation for subsurface grouting. The Contractor shall be liable for any work not executed as per specification and shall redo faulty work at own expense if ordered to do so. The Employer is not liable for any losses or damages to any equipment or personnel.

**PD 1 TENDERER' S EXPERIENCE**

**Only offers from Tenderers with proven past experience of drilling for Engineering Geological assessments in dolomitic areas will be considered.** Tenderer to submit on **Annexure I** full details regarding past experience of drilling for Engineering Geological assessments in **dolomitic areas**.

Tenderer to indicate all past experience with reference to previous work (give project/site name) for the Department of Public Works, Department of Mineral and Energy Affairs: Geoscience and individual Consultants.

**PD 2 EQUIPMENT**

Drilling equipment shall comprise of the following mobile unit/s:

1. A compressor unit with measured and calibrated constant air delivery rating (800cfm minimum) at 16 Bar minimum.
2. Pneumatic rotary-percussion drilling rig with 165 mm nominal diameter button bit capable of drilling in all soil types up to 80 m and at any inclination up to 30 degrees to the vertical.
3. Additional spares: 1 x drill bit, 60 metres of drilling rods, 60 metres of 150 mm steel casing.

**Tenderer shall submit a Safety Certificate (attach it to Annexure J) issued by the manufacturer or SABS/ISO accredited firm for the complete compressor unit.**

Details of equipment to be furnished on appropriate **Annexure J**.

**PD 3 ALTERNATIVE EQUIPMENT**

Tenderer to submit details, on **Annexure J**, of alternative equipment of similar nature available to him. Further the Tenderer shall state the down time duration of replacement, in the event of equipment on site becoming unserviceable or experience major mechanical failure. Maximum of 4 hours down time will be allowed for minor mechanical repairs/failures per 40 hours of drilling.

**PD 4 CONTRACTOR'S SUPERINTENDENCE**

No work shall be executed unless supervised by a Suitable Representative of the Contractor that shall be made known, in writing, to the Engineer for his approval prior to commencement of the work. Any faulty work executed in the absence of the Contractors representative shall

be for the account of the contractor.

**PD 5 SETTING OUT OF THE WORKS**

The Engineer shall set out and furnish the Contractor with drilling positions. Positions shall be marked with 0,6 m Y-fencing standards painted white.

**Payment:** Payment shall include the surveying cost of the surveyor as appointed by the Engineer.

Unit rate: Provisional

**PD6 PRIORITY OF DRILLING SEQUENCE**

The Engineer reserves the right to determine priorities regarding the sequence of drilling. The Contractor shall receive a drilling sequence before commencing drilling. No deviation from afore mentioned drilling sequence shall be allowed unless instructions to do so is issued by the Engineer.

**PD 7 STANDING TIME**

No provision or claims for standing/idle time shall be heard, allowed, or paid for. In the event of insufficient information to continue drilling operations due to lack of information or uncertainty regarding the drilling sequence or the location of marked drilling positions, the Contractor shall inform the Engineer 6 hours (normal business hours) in advance.

**PD 8 LOCATION, PROTECTION AND DAMAGES TO EXISTING SERVICES**

The Engineer shall furnish the Contractor with position of subsurface services. The Contractor shall excavate up to a depth of 1,5 metres to expose such services if deemed necessary by the Engineer. Repair of damages to under/above ground services shall be for the account of the Contractor if the position of such services were previously made known to the Contractor or indicated by the Engineer. All damages are to be reported to the Engineer within 1(one) hour of occurrence. The Contractor to submit a full damage report within 24 hours.

**PD 9 SITE ESTABLISHMENT AND SETTING UP OF DRILLING RIG**

**PD 9.1 SITE ESTABLISHMENT**

Site establishment shall cover the provision of the drilling equipment, as previously described, and personnel on the site ready to commence setting up of equipment for the drilling of any number of boreholes.

**Payment:** Rate shall cover all cost to provide, maintain in working order and remove equipment from the site for the drilling phase. The site establishment shall be paid once only and no claims for standing time shall be heard or paid for.

Unit rate: no

**PD 9.2 SETTING UP AND REMOVAL OF DRILLING RIG**

Setting up shall include setting up the drill vertical or at any inclination and the movement of

the complete drilling rig between boreholes, anywhere on the site, as per drilling sequence or as directed by the Engineer.

**Payment:** Payment shall include setting up complete drilling equipment, for drilling to any depth as well as taking down and movement between two boreholes.

Unit rate: no

## **PD10 ROTARY-PERCUSSION DRILLING (165 mm Button bit)**

### **PD10.1 DEPTH OF DRILLING**

Drilling shall be to the depth as indicated by the Engineer. The Engineer shall be notified immediately of the following:

1. Drilling into rock for more than 7 metres (stop at 7 metre and notify Engineer for further instructions).
2. Drilling through cavities or highly compressible material.
3. Encountering of water, abnormally wet soil or abnormal odours.
4. Excessive air loss

### **PD10.2 DRILLING CLASSIFICATION**

For the purpose of this contract drilling shall be categorised, and paid for, in depth ranges of:

1. 0 to 30 metre
2. 30 to 60 metre
3. 60 to 100 metre

The drilling shall further be categorised, and paid for, in categories of soil types classified as:

- |    |        |   |  |
|----|--------|---|--|
| 1. | Hard   | - | Solid, unweathered, hard rock                  |
| 2. | Soft   | - | All other soil types and disseminated cavities |
| 3. | Cavity | - | No resistance or hammer action recorded        |

**Payment:** The applicable rate for drilling in the above classified depths and soil types shall cover all costs for the supply and maintenance of drilling equipment, expendable materials, drilling, recovery of samples at 1,0 metre intervals, addition of water as material to enhance sample recovery, completion of Driller's field report and delivery of samples to the Engineers' laboratory in ..... on three (3) day intervals.

Unit rate: m

### **PD10.3 DRILLING AT INCLINATION**

The inclination of boreholes, to be noted in degrees, shall be measured as the deviation from the vertical. The Driller's log shall indicate the direction of propagation and inclination.

**Payment:** Drilling at any inclination (larger than 0 degrees), as indicated by the Engineer, shall be rated as an **extra over** cost to the cost per metre drilled as per PD10.2, irrespective of depth or type of material. No additional payment shall be allowed for setting up at an inclination.

Unit rate: m

**PD10.4 DRILLERS FIELD REPORT**

Field data to be recorded on standard drilling log sheets as required by the Engineer. Reports to be submitted to the Engineers' laboratory in (name of town)..... with recovered samples. The compilation of field reports to be inclusive of drilling rates.

**PD10.5 SAMPLE RECOVERY**

Samples shall be recovered of each metre drilled and placed in sequential order at a suitable location near the borehole and be left undisturbed until inspected by the Engineer.

The Driller shall, from each metre drilled, recover two 300 ml uncontaminated samples, sealed in plastic bags (clearly marked - Hole no. and recovery depth) **directly** after drilling of each metre and place it in sequential order in a plastic sausage in order to provide two sample sets of each borehole. One set of samples is to be delivered to the laboratory of the Engineer on a three-day interval. Samples to be accompanied by Driller's field report. The other sample set is to be kept on the site with a copy of the field report at the site facility provided for the Engineer. The recovery, compilation and delivery of samples to be inclusive of drilling rates.

**PD10.6 FOAM/DRILLING MUD USED**

Drilling fluid shall include drill foam and those compounds that are normally used to improve sample recovery with air-flush down the hole hammer percussion drilling. The depth range of drilling fluid application shall be clearly indicated on Driller's field report. Application of water shall be covered by standard drilling rates.

**Payment:** Drilling foam shall be paid for as foam used on the basis of metres drilled using drilling fluid.

Unit rate: litre

**PD11 CASING****PD11.1 TEMPORARY STEEL CASING**

Temporary steel casing of 170 mm nominal diameter is to be installed only if instructed by the Engineer. Casing left behind due to inability of recovery, shall be for the account of the Contractor.

**Payment:** The rate for this work shall cover insertion and recovery of casing.

Unit rate: m

**PD11.2 PERMANENT CASING**

Permanent steel casing of 170 mm nominal diameter is to be installed only if instructed by the Engineer. The annulus between the casing and the borehole walls should be backfilled and a 500 mm diameter (150 mm thick) concrete collar shall be provided at ground level. Boreholes to be sealed with suitable water tight metal caps. The borehole number, depth, inclination and direction of propagation as well as drilling date should be marked in the wet concrete of the collar.

**Payment:** The rate for this work shall cover cost of supply of casing, insertion, concrete collar and sealing with a metal cap.

Unit rate: m

**PD11.3 PERMANENT (1,5 M) CASING FOR GROUTING**

Permanent steel casing of 170 mm nominal diameter is to be installed, to a depth of 1,5 m measured from normal ground level, as indicated by the Engineer, in boreholes which are to be grouted. The annulus between the casing and the borehole walls should be grouted with a 1:6 cement: sand mixture to full depth of casing. A suitable steel collar is to be provided to prevent casing from sliding down the borehole. The borehole is to be sealed with a suitable metal cap to prevent water ingress.

**Payment:** The rate for this work shall cover cost of supply of casing, insertion, grouting of annulus, concrete collar and cap as described.

Unit rate: no

**PD11.4 CONCRETE GROUTING SURFACE PLUG**

After insertion of the down-the-hole 50 mm steel grout pipe(s) shall the space between the grout pipe and sleeve pipe be plugged for a depth of 400 mm, with concrete (1:2:3 mix) if required. This shall be deemed as exclusive to the price of the steel sleeve.

**Payment:** The rate for this work shall cover cost of supply of concrete and work involved.

Unit rate: no

**PD12 WATER LEVEL AFTER 24 HOURS**

Boreholes are to be left open until the Engineer issue instructions for backfilling. A suitable watertight cover shall be provided to prevent debris or water entering the borehole. Water levels are to be taken by the Engineer, 24 hours after completion of drilling.

**PD13 BACKFILLING OF BOREHOLE**

Boreholes are to be backfilled with soil, recovered from drilling, suitably wetted to form flowing slurry. Back filling and plugging shall be executed only after written instruction to do so is issued by the Engineer.

**Payment:** Payment shall include supply of water, mixing of slurry and filling of borehole.

Unit rate: m

**PD14 STABILISED GROUTING OF BOREHOLE**

If directed by the Engineer the entire or last 3,0 metre of boreholes shall be backfilled using 1:10 cement: sand mix with just sufficient water to allow mixture to flow. Note that this is to plug the hole.

**Payment:** Payment shall include supplying of cement, sand, water, mixing of slurry and filling of borehole.

Unit rate: m



**PD 15 SEAL AND MARKING OF BOREHOLES**

Driller to provide a 400 x 400 x 150 mm 15 MPa wood floated concrete cap with 200 mm concrete down the hole. The concrete cap is to be installed 100 mm below ground surfaces. A steel rod, 10 mm in diameter, 500 mm in length and protruding 10 mm from concrete is to be placed centrally of the cap. The soil is to be reinstated and compacted over the concrete cap when it has cured. The backfilling is to be slightly proud to prevent the ponding of storm water over the borehole. The borehole number, drilling date and direction of inclination shall be marked in the wet concrete.

**Payment:** Payment shall include supplying of cement, steel rod, wooden floating and inscriptions.

Unit rate: no

**PD 16 STOPPING OF WORK DUE TO INCLEMENT WEATHER**

It is at the discretion of the Engineer to stop drilling operations temporarily if weather conditions may interfere with the desired drilling results. No standing time shall be paid for such stoppages.

Indicate only plant that meets the specified requirements as stated in the applicable Particular Specification: Exploratory Drilling for Engineering Geological Investigation.

**PLANT OWNED BY TENDERER**

DESCRIPTION	NO	AGE	SPECIFICATION/RATING

**PLANT OWNED BY SUBCONTRACTOR**

(name) .....

DESCRIPTION	NO	AGE	SPECIFICATION/RATING

NB: Attach Safety Certificates to this page.  
Indicate also alternative plant available.

Signature of Tenderer .....

-

Indicate only experience of drilling exploratory boreholes in **Dolomitic** areas for the purpose of an Engineering Geological Investigation of subsurface conditions.

**PROJECTS BY TENDERER**

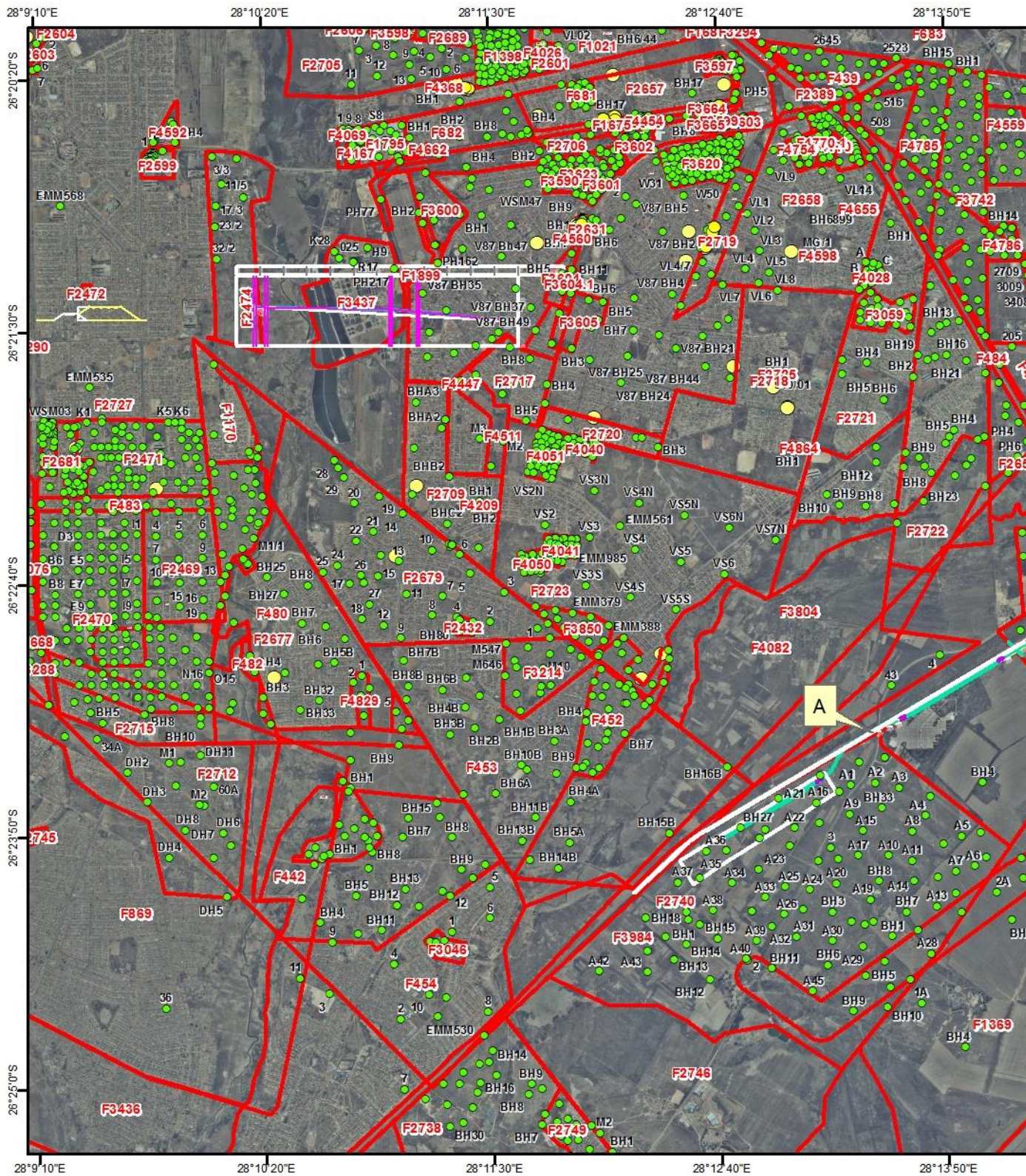
PROJECT	DATE	VALUE	CLIENT	ENGINEER	TEL. NUMBER

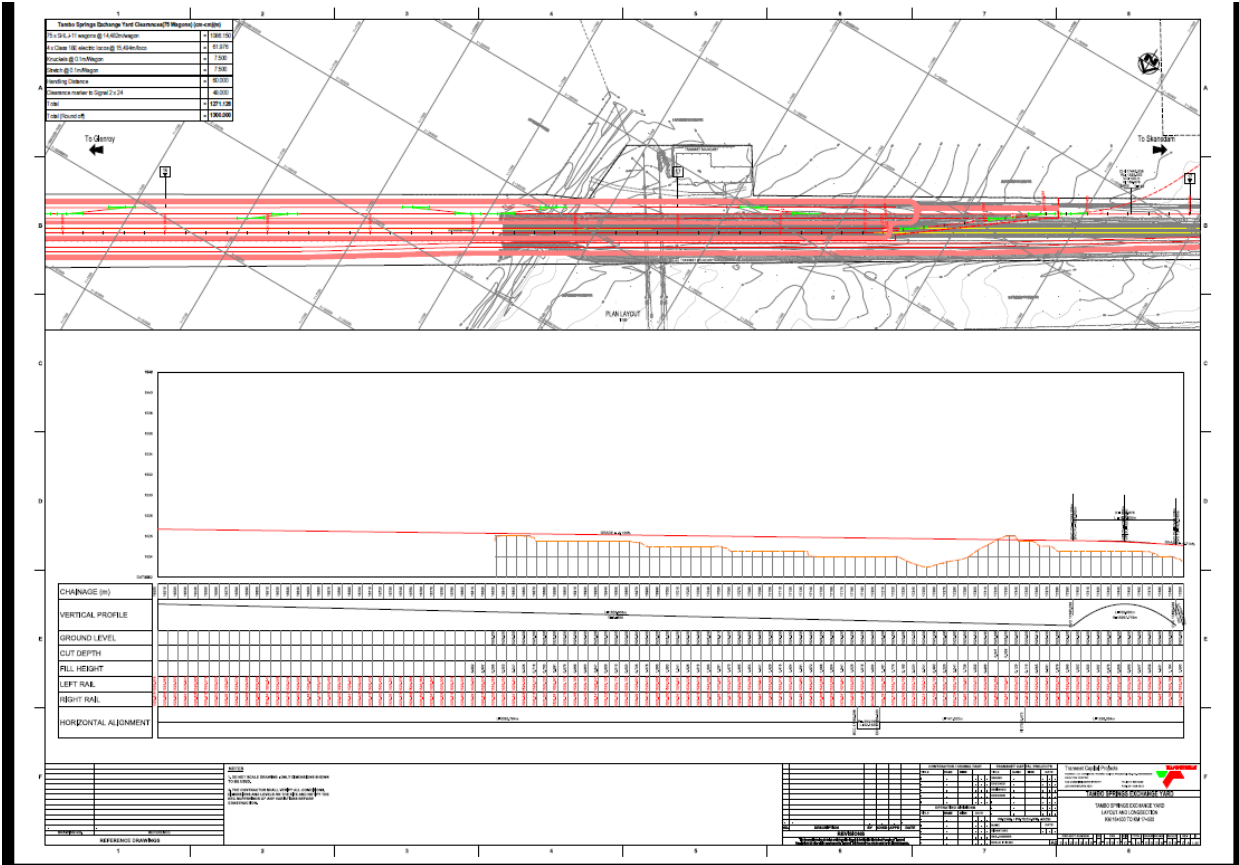
PROJECTS BY SUBCONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_

(name) .....

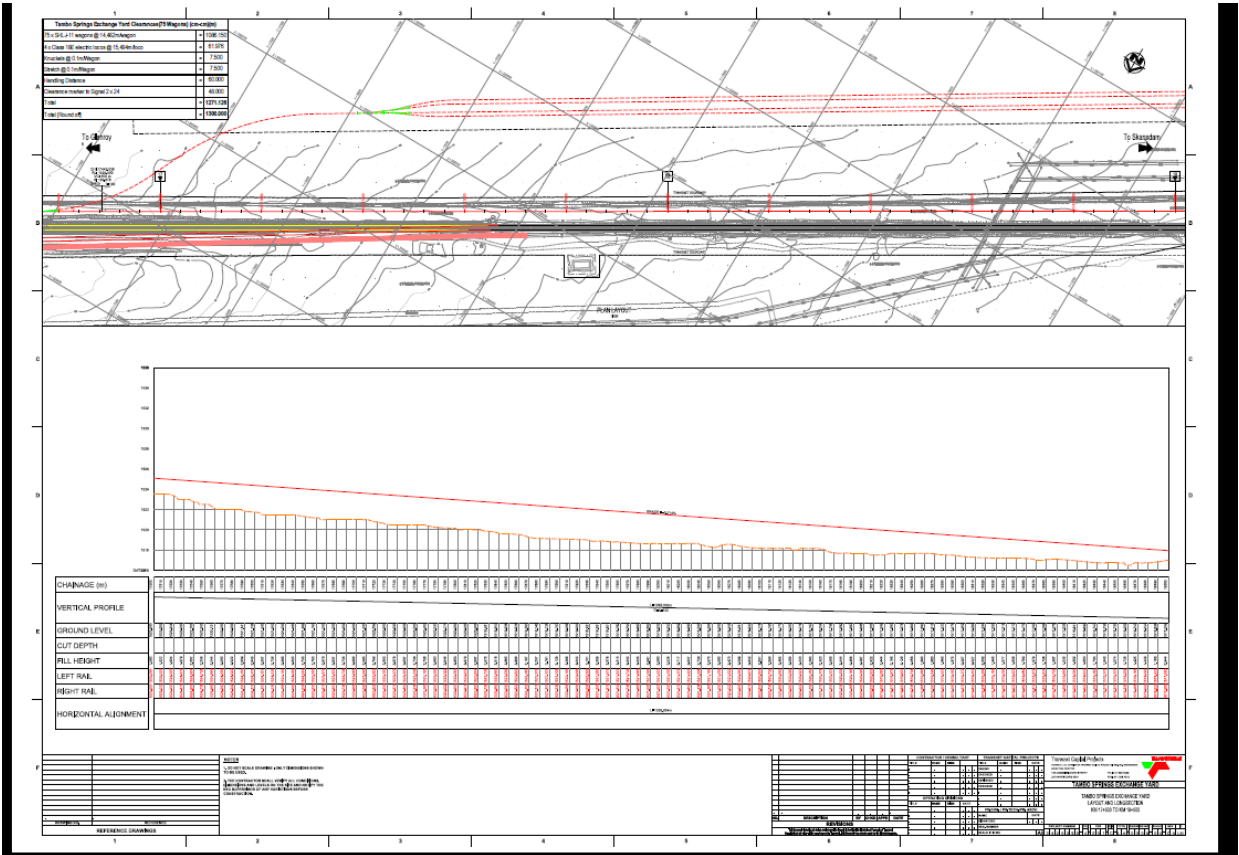
PROJECT	DATE	VALUE	CLIENT	ENGINEER	TEL. NUMBER

Signature of Tenderer .....



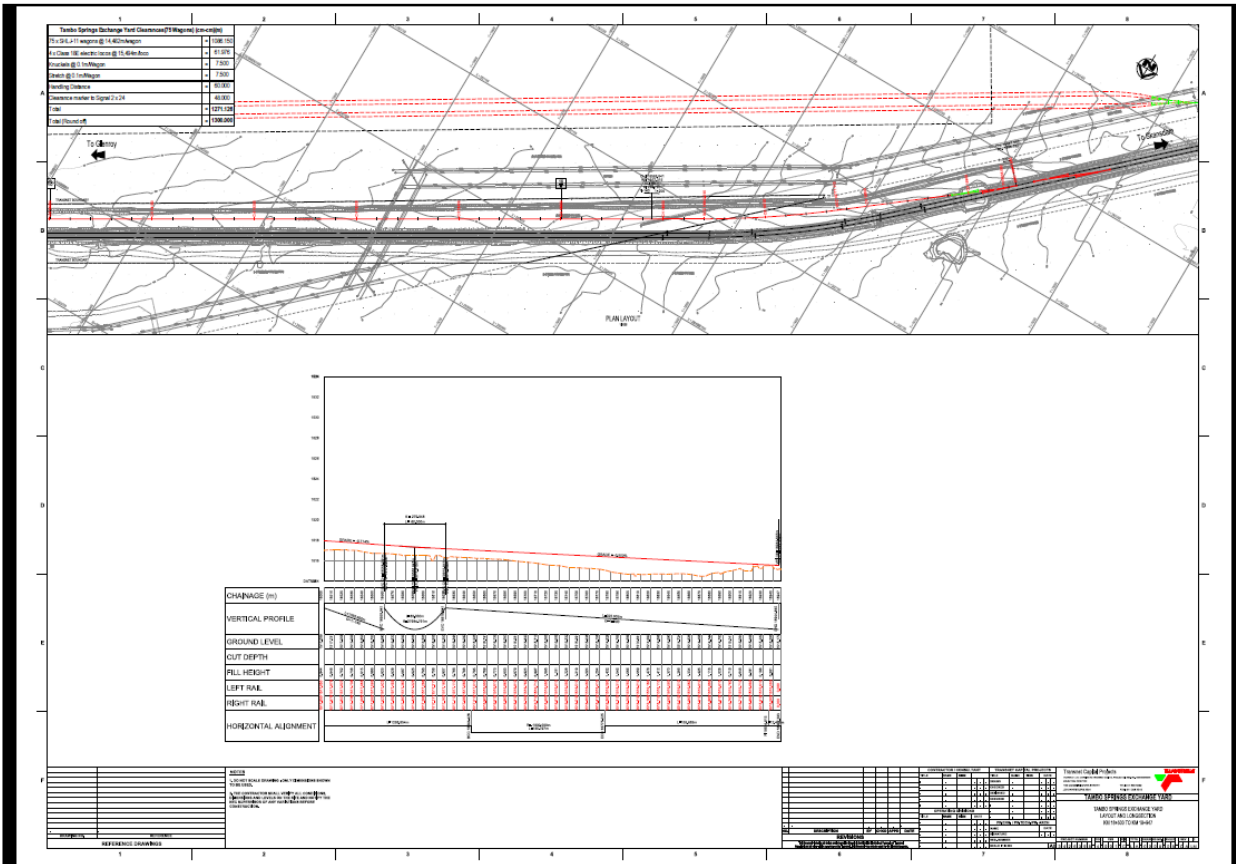


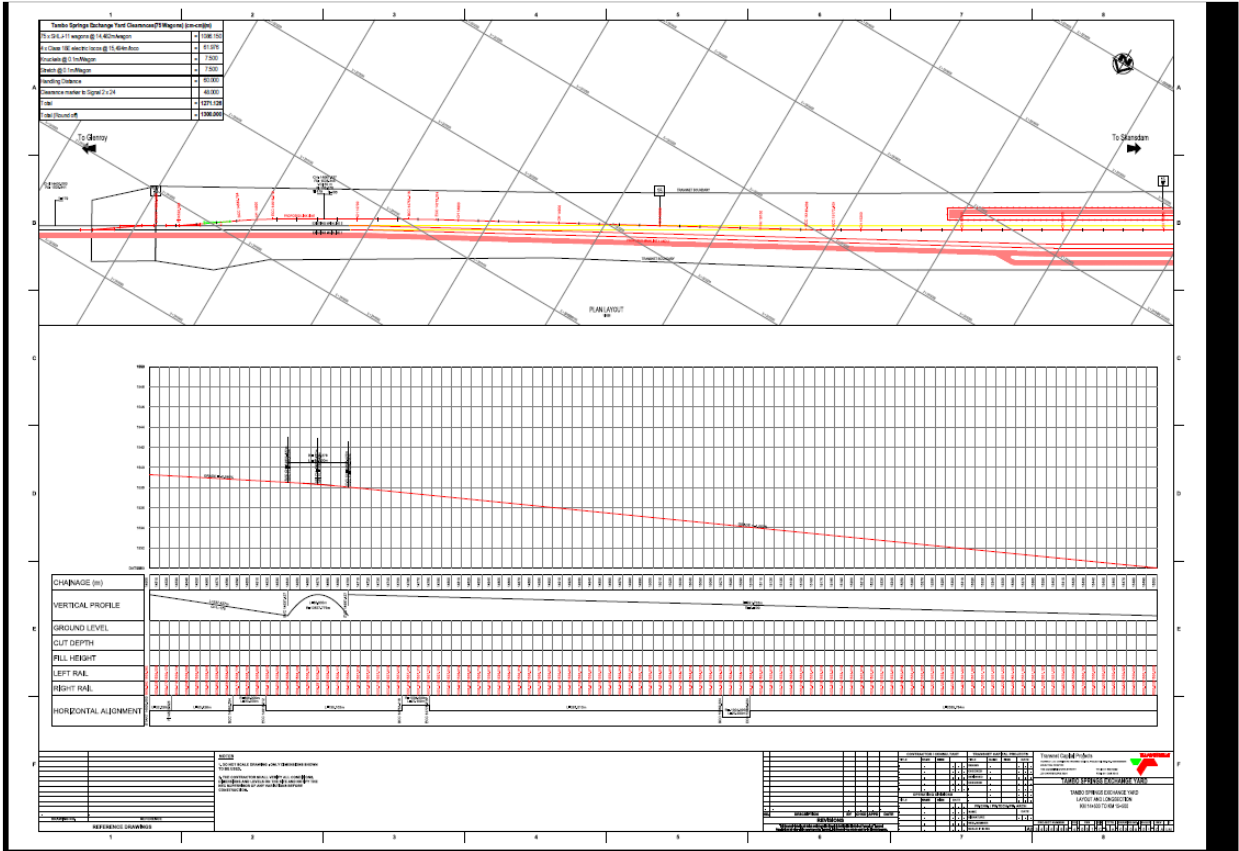


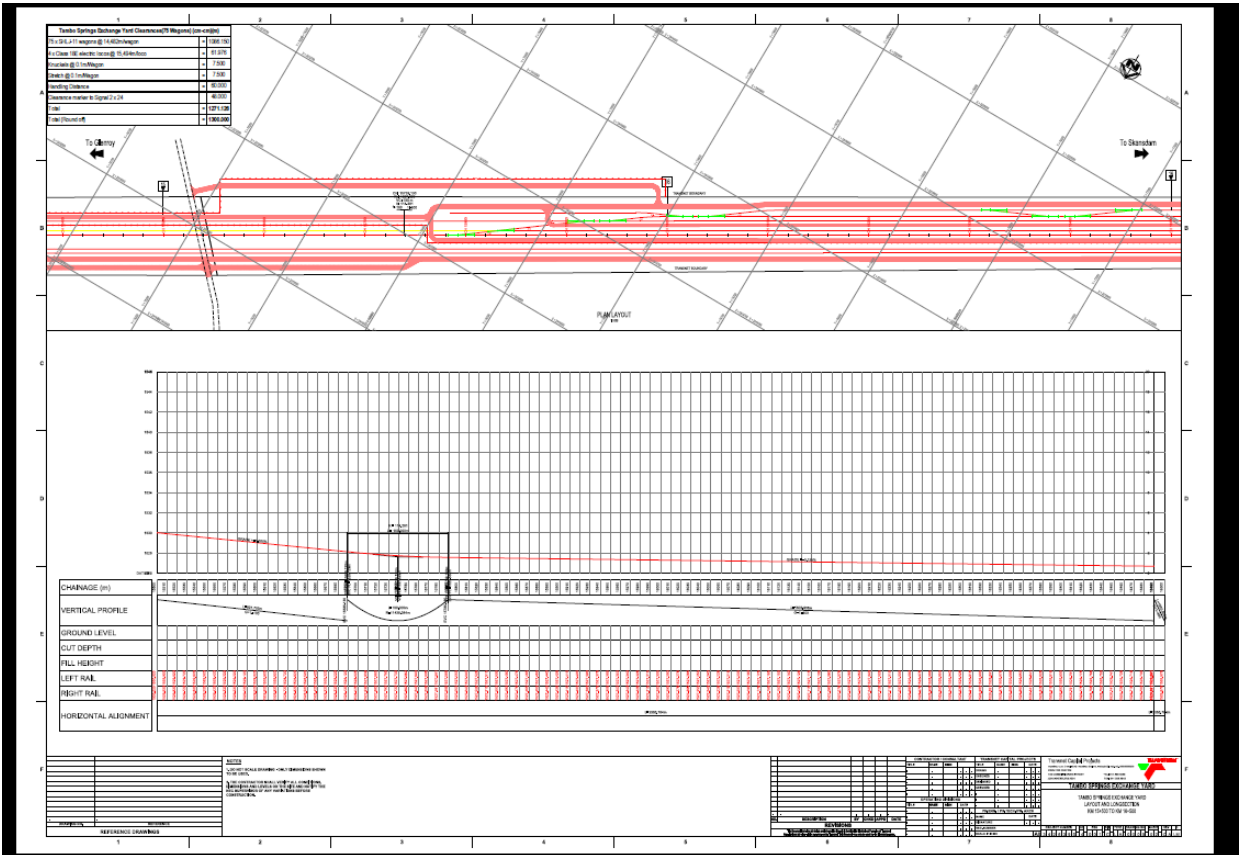












**ANNEXURE B: COMPLIANCE TO SPECIFICATION (CLAUSE BY CLAUSE DECLARATION)**

**RFQ FOR THE PROVISION OF SERVICE FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES AT TAMBO SPRINGS EXCHANGE YARD FOR THE PERIOD OF ONE (1) MONTH.**

The compliance response is to contain ONLY the following statements, "Comply" or "Do not comply".

BIDDERS ARE TO DECLARE COMPLIANCE TO SPECIFICATION AND SCHEDULE OF QUANTITIES

**FAILURE TO COMPLETE THIS FORM WILL AUTOMATICALLY WILL RESULT IN YOUR OFFER BEING DISQUALIFIED.**

<b>Compliance to Specification Annexure C1</b>	<b>COMPLY</b>	<b>DO NOT COMPLY</b>
<p>3.1 The <i>Consultant</i> shall submit all documentation complying with the <i>Employer's</i> standards and requirements. The <i>Employer</i> will issue all relevant documentation to the <i>Consultant</i>, but control, maintenance and handling of these documents will be the <i>Consultant's</i> sole responsibility and at its expense, and managed with a suitable document control system.</p> <p>All documents issued to the <i>Employer</i> must be submitted through the <i>Employer's</i> Document Control Department.</p>		
<p>3.2 The <i>Consultant</i> 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' to this Works Information.</p>		
<p>The <i>Consultant</i> shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the <i>Consultant's</i> cost and which shall be deemed to have been allowed for in the rates and prices.</p>		

<p>The <i>Consultant</i> will be required to submit particulars of his Health and Safety Programme within 1 (one) week of award of contract. Particular requirements of the <i>Employer</i>, if any, will be made known on award of the contract.</p>		
<p>(i) The <i>Consultant</i> will be required to submit particulars of his Health and Safety Programme within 1 (one) week of award of contract. Particular requirements of the <i>Employer</i>, if any, will be made known on award of the contract.</p> <p>The <i>Consultant</i> shall, in particular, comply with the following Acts:</p> <p>The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The <i>Consultant</i> shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.</p>		
<p>(ii) Act 85 of 1993, Occupational Health and Safety Act.</p>		
<p>(iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.</p>		

<p>(iv) The <i>Consultant</i> and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the <i>Employer's Agent</i>. This will be at a time and location Transnet will arrange. The <i>Consultant</i> must allow for this in his pricing.</p>		
<p>(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 site.</p>		
<p><b>Project Site Safety Statistics Spreadsheet</b></p> <p>During the period of the <i>works</i> a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"</p> <p><b>(v)</b></p>		
<p><b>3.3</b> The <i>Consultant</i> shall provide a <i>Consultant's</i> Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The <i>Employer's Agent</i> has the right to request additional specific work method statements should in his opinion this be required.</p> <p>The <i>Consultant</i> shall make good all damages to the environment to the satisfaction of the <i>Employer's Agent</i>.</p>		

<p>The <i>Consultant</i> shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:</p> <ul style="list-style-type: none"> <li>• The National Environmental Management Act, 107/1998</li> </ul>		
<ul style="list-style-type: none"> <li>• The Environmental Conservation Act, 73/1989; and</li> </ul>		
<ul style="list-style-type: none"> <li>• The National Water Act, 36/1998</li> </ul>		
<p>The <i>Consultant</i> shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the <i>Consultant</i> was negligent and caused any form of pollution the damage shall be rectified at the <i>Consultant's</i> cost.</p>		
<p><b>3.4</b> The onus rests on the <i>Consultant</i> to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the <i>Consultant</i> 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 works at all times.</p>		
<p>The <i>Consultant</i> shall submit his proposed Quality Control Procedures (QCP) to the <i>Employer's Agent</i> for approval. Site Access will not be permitted until the QCP is to the <i>Employer's Agent</i> satisfaction.</p>		
<p>3.5 The <i>Consultant</i> shall provide an organogram showing his key people and their lines of authority and communication.</p>		
<p>3.6 Procedures for making insurance claims can be obtained from the <i>Employer's Agent</i></p>		
<p>3.7 The standard reporting forms that shall be used will be provided to the <i>Consultant</i>.</p>		

<p>4.1.1 Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.</p>		
<p>4.1.2 The <i>Consultant</i> shall not appoint or bring sub-consultants onto site without the prior approval of the <i>Employer's Agent</i>, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the <i>Consultant</i>.</p>		
<p>The <i>Consultant</i> shall not deviate from the approved sub-consultant's list without prior approval of the <i>Employer's Agent</i>.</p>		
<p>4.1.3 The <i>Consultant</i> 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 <i>Consultant</i>.</p>		
<p>4.1.4 The <i>Consultant</i> shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.</p>		
<p>4.1.5 No plant or materials are provided as</p>		



"free issue" by the <i>Employer</i>		
5.1 The Task Order shall indicate who the <i>Employer's Agent</i> is. The <i>Employer's Agent</i> is fully empowered to act on behalf of the <i>Employer</i> for the services covered by the Task Order. The <i>Employer's Agent</i> will accept, or not accept, the <i>Consultant's</i> assessment of the amount due in terms of the contract.		
5.2 The Task Order will provide details of the specialist civil engineering advice that is sought and the site which is to be investigated as well as any special requirements relating to health and safety.		
6.1 The services that are required involve the provision of all technical expertise, labour components, materials and devices for the provision of the consulting geotechnical engineering services for the Tambo Springs Project.		
<p>The scope of the services shall include the following areas of specialization:</p> <ul style="list-style-type: none"> <li>• Geotechnical engineering on sites underlain by dolomite using the following guideline: <ul style="list-style-type: none"> <li>○ SABS 1936-2, as well as</li> <li>○ Department of Public Works (DPW) - Appropriate Development of Infrastructure on Dolomite.</li> </ul> </li> </ul>		

<ul style="list-style-type: none"> <li>• Detailed geotechnical engineering investigations on sites underlain by dolomite with specific emphasis on the design of Railway Lines. The site investigation is to include geophysical, geo-hydrological and geotechnical investigations (percussion boreholes, test pitting and laboratory testing). See DPW Appendix 2.</li> </ul>		
<ul style="list-style-type: none"> <li>• Preparation of a detailed geotechnical report in terms of the DPW Appendix 2.</li> </ul>		
<ul style="list-style-type: none"> <li>• All requirements and additional requirements set out in SANS 1936-2 41. To 4.3 as well as A.5 are to be adhered to.</li> </ul>		
<ul style="list-style-type: none"> <li>• Preparation of the necessary requirements that will form part of the Transnet PLP Gate Review, the requirements and details of which will be presented at a later stage.</li> </ul>		
<ul style="list-style-type: none"> <li>• Preparation of the detailed construction drawings, NEC 3 Contract works information, technical specifications, pricing instructions and price list for the solution accepted by the <i>Employer</i> for the tender and construction (implementation) phase of the project.</li> </ul>		
<p>The scope of services will be detailed out in the Task Order issued by the <i>Employer</i>. The services are to be carried out in accordance with the accepted quotation for the Scope of Work.</p>		

<p>6.2 The consulting geotechnical engineer shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the Programme and the respective task orders:</p>		
<ul style="list-style-type: none"> <li>• Report to the Engineering Manager and or <i>Employer's Agent</i> with respect to the Scope of Works.</li> </ul>		
<ul style="list-style-type: none"> <li>• Review, familiarize and understand the proposed site including all constraints and environmental factors.</li> </ul>		
<ul style="list-style-type: none"> <li>• Consult, advise, direct and interface with all members of the professional team with regards to geotechnical engineering expertise and develop the detailed geotechnical scope of works.</li> </ul>		
<ul style="list-style-type: none"> <li>• Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.</li> </ul>		
<ul style="list-style-type: none"> <li>• Prepare estimates at various stages of the project at the expected levels of accuracy.</li> </ul>		
<ul style="list-style-type: none"> <li>• Prepare reports and designs at the various stages of the projects to the professional team and other relevant stakeholders.</li> </ul>		
<ul style="list-style-type: none"> <li>• All Transnet tender procedures and policies shall be applicable and adhered to at all times.</li> </ul>		
<ul style="list-style-type: none"> <li>• Assist with the tendering process, selection and appointment of contractors as applicable.</li> </ul>		

<ul style="list-style-type: none"> <li>Participate in a compulsory site clarification meeting for prospective contractors.</li> </ul>		
<ul style="list-style-type: none"> <li>Participate in the tender adjudication</li> </ul>		
<ul style="list-style-type: none"> <li>procedure and assist the <i>Employer's</i> Procurement Department with the evaluation of tenders and preparation of tender evaluation reports.</li> </ul>		
<ul style="list-style-type: none"> <li>Provide a suitably qualified civil Clerk of Works to ensure quality standards are maintained.</li> </ul>		
<ul style="list-style-type: none"> <li>Attend all site meetings, project meetings, design coordination meetings and relevant client meetings.</li> </ul>		
<ul style="list-style-type: none"> <li>Assist the quantity surveyor in the monthly payment certificates for submission to client.</li> </ul>		
<ul style="list-style-type: none"> <li>Monitor integrity of technical, quality and performance aspects during construction up to the final handover.</li> </ul>		
<ul style="list-style-type: none"> <li>Prepare commissioning, pre-commissioning and handover reports, if relevant.</li> <li>Prepare AS-BUILT documentation and maintenance manuals, if relevant.</li> </ul>		

<ul style="list-style-type: none"> <li>• Be proactive with the closing and handover of the works to the client.</li> </ul>		
<ul style="list-style-type: none"> <li>• Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.</li> </ul>		
<ul style="list-style-type: none"> <li>• The <i>Consultant</i> shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.</li> </ul>		
<ul style="list-style-type: none"> <li>• Prepare drawings as per Transnet Capital Projects' drawing standards.</li> </ul>		
<ul style="list-style-type: none"> <li>• Hand over all documentation including drawings in native file format.</li> </ul>		
<p>6.3 The <i>Consultant</i> in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations.</p>		
<p>6.4 The <i>Parties</i> shall agree that copyright in the data, design and documents shall, after payments by the <i>Employer</i> of the services to the <i>Consultant</i>, lie with the <i>Employer</i> subject to the <i>Employer's</i> indemnification against any claim from any party that may arise as a result of the <i>Employer's</i> use of such a document due to the</p>		

<p><i>Consultant's</i> infringement of copyright.</p>		
<p>7. No facilities or equipment is provided by the <i>Employer</i>.</p>		
<p>8. All invoices submitted by the <i>Consultant</i> shall be VAT invoices, which invoices shall be accompanied by a daily activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered, the task order number and a full breakdown of expenses to which receipts relate.</p>		
<p>PD 1</p>		
<p>PD 2</p>		
<p>PD 3</p>		
<p>PD 4</p>		
<p>PD 5</p>		
<p>PD 6</p>		
<p>PD 7</p>		
<p>PD 8</p>		
<p>PD 9</p>		
<p>PD 9.1</p>		
<p>PD 9.2</p>		
<p>PD 10</p>		
<p>PD 10.1</p>		
<p>PD 10.2</p>		
<p>PD 10.3</p>		
<p>PD 10.4</p>		
<p>PD 10.5</p>		
<p>PD 10.6</p>		
<p>PD 11</p>		
<p>PD 11.01</p>		
<p>PD 11.2</p>		
<p>PD 11.3</p>		
<p>PD 11.4</p>		
<p></p>		
<p></p>		

PD 12		
PD 13		
PD 14		
PD 15		
PD 16		

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

**TIP-OFFS ANONYMOUS: 0800 003 056**

<p><b>RFQ for the Provision of Professional Geotechnical Engineering services at Tambo Springs Exchange Yard for the Period of Three (3) Months.</b></p> <p><b>CLOSING VENUE: The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown</b></p> <p><b>CLOSING DATE: 03 November 2016</b></p> <p><b>TIME: 10:00 am</b></p> <p><b>VALIDITY PERIOD: 10 March 2017</b></p>
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## SECTION 2 EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

### 1 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

Criterion/Criteria	Explanation
<b>Administrative responsiveness (Essential)</b>	<p><b>Completeness of All Returnable documents</b></p> <ul style="list-style-type: none"> <li>• Letter of Good Standing</li> <li>• Bidder(s) must be registered with National Treasury CSD (Central Supplier Data Base) prior to award</li> </ul>
<b>Substantive responsiveness (Mandatory)</b>	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> <li>• Key person(s) with minimum qualification(s): Diploma in Civil Engineering and registration certificate(s) with south African Institute for Engineering and Environment geologists</li> <li>• Compliance to Specification 100% (Clause by Clause Declaration Form)</li> </ul>
<b>Functionality Threshold</b>	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed minimum percentage threshold of <b>60%</b>.</p> <ul style="list-style-type: none"> <li>• Team experience: Resource management plan and work methodology 29%</li> <li>• Technical Capacity: similar projects that includes test pitting, profiling, sampling and DCP testing requirement 29%</li> <li>• Availability of transport, tools and equipment 18%</li> <li>• Health and safety plan 12%</li> <li>• Schedule and team productivity 12%</li> </ul>
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>



**2 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until 10 March 2017.

**3 Disclosure of Prices Quoted**

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES  NO

**4 Returnable Documents**

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

- a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent’s disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2 : <ul style="list-style-type: none"> <li>• Copies of qualification of key person(s) Minimum qualification: Diploma Civil engineering and must be registered with Sale and Environmental Geologist</li> <li>• Compliance to Specification 100% (Clause by Clause Declaration Form) (Annexure B )</li> </ul>	
SECTION 3 : Quotation Form (Pricing schedule must be fully completed)	

- b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

***Failure to provide all these Returnable Documents may result in a Respondent’s disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.***

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

#### **CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

**SECTION 3  
QUOTATION FORM**

I/We \_\_\_\_\_  
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet’s acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

**Price Schedule**

I/We quote as follows for the goods required, on a “delivered nominated destination” basis, excluding VAT:

**A Pricing Table**

DESCRIPTION	Quantity	Total Bid Price for a period of three (3) Months.
<b>Provide a service for professional Geotechnical Engineering services at Tambo Springs Exchange yard for the period of One (1) month</b>	<b>1</b>	<b>R</b>

**Vat Amount: R**

**Total Amount Including Vat: R**

**Delivery Lead-Time from date of purchase order: \_\_\_\_\_ [days/weeks]**

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

**By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:**

1. Specifications included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
  - 2.1. General Bid Conditions;
  - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 2.3. Supplier Integrity Pact;
  - 2.4. Non-disclosure Agreement; and
  - 2.5. Vendor Application Form (Annexure D) and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

<b>Transnet Operating Division</b>	<b>Unique Vendor Number</b>	<b>Yes / No</b>
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## SECTION 4

### RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

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 RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

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Indicate nature of relationship with Transnet:

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

9. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

**BREACH OF LAW**

10. We further hereby certify that *I/we **have/have not been*** [delete as applicable] 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. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

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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 entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____



**RFQ FOR THE PROVISION OF SERVICE FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES AT TAMBO SPRINGS EXCHANGE YARD FOR THE PERIOD OF ONE (1) MONTH.**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 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 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"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;
- 2.17 **"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;
- 2.18 **"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
- 2.19 **"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 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:

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice 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.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, 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 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises 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.
- 4.8 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.

- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**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 a sworn affidavit in the case of an EME or QSE.

**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 [TICK APPLICABLE BOX]

Partnership/Joint Venture/Consortium

One person business/sole propriety

Close Corporations

Company (Pty) Ltd

(v) Describe Principal Business Activities

.....  
.....

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

(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: .....

**ANNEXURE D: VENDOR APPLICATION 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:

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

**NB:**

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

**IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **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).
- c) **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).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,  
Transnet Vendor/Supplier Management

## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes		No		
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ			Permanent		Part time		
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name				Date			
Signature				Telephone No.			

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

**ANNXEURE E**

**GENERAL BID CONDITIONS - SERVICES**

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## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.

5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

## **6 VALIDITY PERIOD**

6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.

6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISIT / BRIEFING SESSION**

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, or where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

**11 POST TENDER NEGOTIATIONS**

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

**12 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

**13 DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 13.2 accept an order in terms of the Bid;
- 13.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 13.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

**14 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFX.

**15 PRICES SUBJECT TO CONFIRMATION**

- 15.1 Prices which are quoted subject to confirmation will not be considered.
- 15.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

**16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

**17 EXCHANGE AND REMITTANCE**

- 17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- 17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 17.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 17.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

**18 ACCEPTANCE OF BID**

- 18.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 18.2 Transnet reserves the right to accept any Bid in whole or in part.
- 18.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 18.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

**19 NOTICE TO UNSUCCESSFUL RESPONDENTS**

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

**20 TERMS AND CONDITIONS OF CONTRACT**

- 20.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

## **21 CONTRACT DOCUMENTS**

21.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.

21.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

## **22 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## **23 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## **24 CONTRACTUAL SECURITIES**

24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [**APG**] and/or a performance bond [**Performance Bond**], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.

- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

## **25 DELETION OF ITEMS TO BE EXCLUDED FROM BID**

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

## **26 VALUE-ADDED TAX**

- 26.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 26.2 In respect of foreign Services rendered:  
the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and  
the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## **27 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

### **27.1 Method of Payment**

The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 27.10 above. Failure to comply with clause 27.10 above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above [*Contractual Securities*].

**27.2 Conditional Discount**

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

**28 DELIVERY REQUIREMENTS****28.1 Period Contracts**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

**28.2 Progress Reports**

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

**28.3 Emergency Demands as and when required**

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

**29 SPECIFICATIONS AND COPYRIGHT****29.1 Specifications**

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

**29.2 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

**30 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

30.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

- 30.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 30.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 30.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

- 30.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [**EFT**]:
- funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

### **31 CONFLICT WITH BID DOCUMENT**

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

### **32 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 32.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.
- 32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The



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standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

32.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

32.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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

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

32.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
  - b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
  - c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
  - d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- 32.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.
- 32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 32.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

**ANNEXURE F: NATIONAL TREASURY (CSD)****Instructions on how to register for CSD (Central Supplier Data Base)**

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2017/2017, which became effective on 1 May 2016, Transnet may invite only RFQs from any supplier after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by forwarding us with your National Treasury "MA" reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete address information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

***PLEASE ATTACH PROOF OF APPLICATION / MEMBERSHIP NUMBER WHEN SUBMITTING THE TENDER DOCUMENT.***