



freight rail

Transnet Freight Rail a Division of Transnet SOC Ltd. (Reg. No. 1990/000900/30), invites all interested parties to respond to a request for quotation (RFQ) as indicated below:

All tenders should be submitted on the appropriate tender forms in a sealed envelope. The envelope must indicate the RFQ number, full description and closing date and should be deposited in the tender box before 10h00 on the closing date of the tender/s.

If delivered by hand, the Tender submissions must be addressed to Supply Chain Services, Admin Support, Tender Box, Office No. 2, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley.

ISSUE OF DOCUMENTS - RFQ document will only be available from **16 April 2015 until 23 April 2015 [09:00]** at Transnet Freight Rail, Supply Chain Services, Office No. 2, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley. **Please note that RFQ document can be e-mailed or physically collected on request / arrangement prior to cut off time from Ms. Leonie Visagie.**

Tenders can be viewed on the website (<http://www.transnetfreightrail.tfr.net/Supplier/Page.aspx>)

***Tenderers are advised to confirm their attendance beforehand with Leonie Visagie Tel: 053 838 3119 or E-mail: Leonie.Visagie@transnet.net respectively.**

RFQ NUMBER	KBY/53551
SCOPE OF WORK	Installation of gabions for a period of seven (7) months.
REQUIRED AT	Beaconsfield-Belmont, Belmont-Orange River, Orange River-De Aar, De Aar-Beaufort West, De Aar-Grovetput, Grovetput-Upington, Upington-Kakamas and Belmont-Douglas.
BRIEFING DATE	A COMPULSORY INFORMATION MEETING WILL BE HELD AT: Real Estate Management Building, Ground Floor Boardroom, Austen Street, Beaconsfield, Kimberley DATE: 23/04/2015 at 10:00 (Companies not attending the compulsory tender briefing / site meeting will be overlooked during the award process.)
TENDER FEE	NO CHARGE
COMPULSORY	CIDB grading of GB2 / CE2
CLOSING DATE	Tuesday, 05 May 2015 at Kimberley
CLOSING TIME	10:00
For technical queries contact:	Mr. Christie Noeth, Tel: 053-838 3050 / 083 294 2734 OR Mr. Wongalethu Gcebe, Tel: 053-838 3338 / 083 538 7771

Ref. HJC

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS: 0800 003 056

TRANSNET



freight rail

A Division of Transnet SOC Limited Registration number 1990/00900/30

REQUEST FOR QUOTATION

KBY/53551

KBC_16875

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No KBY/53551

FOR THE PROVISION OF: INSTALLATION OF GABIONS FROM BEACONSFIELD TO BELMONT, BELMONT TO ORANGE RIVER, ORANGE RIVER TO DE AAR, DE AAR TO BEAUFORT WEST, DE AAR TO GROVEPUT, GROVEPUT TO UPINGTON, UPINGTON TO KAKAMAS AND BELMONT TO DOUGLAS FOR A PERIOD OF 7 MONTHS.

FOR DELIVERY TO: THE INFRA MANAGER KIMBERLEY

ISSUE DATE: 13 APRIL 2015

CLOSING DATE: 05 MAY 2015

CLOSING TIME: 10:00

SITE MEETING: 23 APRIL 2015 AT 10:00

VENUE: IN THE BOARDROOM OF THE REAL ESTATE MANAGEMENT BUILDING IN KIMBERLEY.

Section 1

NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: Tender Box

CLOSING VENUE: Transnet Freight Rail, Real Estate Management Building, Office no. 2, Austen Street, Beaconsfield

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

3 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Herman Conradie

Email: Herman.Conradie@transnet.net

Telephone: 053-8383483

Respondents may also, at any time after the closing date of the RFQ, communicate with the Chief Administrator at the Admin Support Office on any matter relating to its RFQ response:

Telephone 053-8383341

Email: Maggie.Pain@transnet.net

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 WORKS INFORMATION**1 Description of the works**

- 1.1 The contractor is expected to pack gabions at the specified places as indicated by the Technical Officer in a way as to restore the desired formation profiles of the Railway lines.
- 1.2 The formation for packing gabions has to be excavated by hand unless otherwise indicated by the Technical Officer (Transnet) before the gabions can be placed into position. The Contractor will not be allowed to commence with the excavations for the gabions before the Technical Officer (Transnet) has set out the position and level thereof on the site.

- 1.3 The gabions must be placed on a levelled prepared foundation surface. The Contractor will be requested to use different types of gabion baskets which will be specified by the Technical Officer (See attached annexure B). The gabion boxes have to be filled with hand stone. The hand stone must be placed into the gabion boxes with the minimum percentage of voids between the stones in order to ensure proper alignment and a compact, square appearance.
- 1.4 Gaps between the formation and gabions have to be backfilled and compacted after the completion of placing gabions. A geotextile fabric AG200 (or similar) is to be placed only on the back side of the basket to prevent losses of fines (ONLY if indicated to do so by the Technical Officer).

2 Material and requirements before starting and the method of installation

The gabions are double twisted hexagonal wire mesh baskets with different sizes. The gabion basket is to be constructed from a 2,7mm mild steel wire, zinc coated by hot dip galvanising to SABS 675:1993.

2.1 Binding, Bracing and Lacing wire:

All binding wire is to be Class A, zinc galvanised coated 2,2 mm binding wire to SABS 675:1993.

2.2 Geotextiles:

An AG200 (or similar) geotextile must be placed at each soil/gabion interface for separation/filtration purposes. Unless otherwise stated, AG200 is to be used for this purpose.

2.3 Hand Stone:

Rock used should be clean, sufficiently durable and should be obtained from a commercial crushing source or as per Technical Officer (Transnet) specification. For gabions, the rock should be well graded between **100mm and 350mm**, and should have minimum **Specific Gravity of 2,3**.

2.4 Training

Gabions must be packed by qualified and trained personnel; if gabions are packed incorrectly the contractor will be instructed to repack until the Technical officer is satisfied with the quality, levels, and finishes.

2.5 FOUNDATION PREPARATION

The formation of the base should be prepared by hand. It should be level and compacted to 93% MOD ASSHTO. Where required the contractor is expected to level the formation by adding suitable compacting material. This material will be supplied by the contractor.

2.6 FLATTENING THE UNITS

Unfold the units on a flat, hard surface. Press out the creases and kinks in the mesh and selva wires as they are not always indicative of the edges of the unit and may result in the loss of a few centimetres of mesh per crease.

2.7 ASSEMBLING AND LACING THE INDIVIDUAL UNITS

Fold the side and end panels to form a box ensuring that the tops of the different sides line up horizontally. Join the top corners with the thicker selva wires that protrude from the corners.

Secure the lacing wire at the top corners of the panels to be joined. Lace the edges using the single and double loop technique along the wire mesh openings. Allow for 100mm between loops.

A manageable length of binding wire is one complete turn from the coil (1,35-1,50m) of binding wire supplied, sufficient to lace one 1m edge.

All diaphragms are pre-attached to the base with a spiral. Lift the diaphragms into the vertical position and pull the spiral taut (250-300mm on either side), using the combination pliers. Use the extended spiral wire to secure the diaphragm to the bottom of the front and back panels of the gabion.

Finally, lace the diaphragm edges to the front and back panels with lacing wire as outlined above.

2.8 PLACING GEOTEXTILE

Geotextiles prevent the loss of fines from the soil behind the gabion structure through the rock fill and simultaneously negate the build-up of any water pressure behind the wall. The omission of the geotextile is detrimental to the integrity of the structure as a whole.

Cut sufficient geotextile to line the structure along the soil-gabion interface. Place the geotextile on the prepared foundation, with the remaining geotextile temporarily draped along the backfill.

Place the gabion on the geotextile lined foundation. Ensure that the geotextile is not torn or ripped during the placing and filling of the basket, or the placing and compacting of the backfill.

During construction, ensure contact between the geotextile and the back face of the gabion structure. If required, tie the geotextile to the top of the gabion structure to facilitate construction.

2.9 PLACING THE UNITS

Place a number of individually laced units side by side in the required position. Care must be taken not to damage the geotextile. Lace adjacent units together as described in Section 3.4 at every adjacent edge to form a monolithic cage structure.

The gabions should remain under tension during the filling operation to allow for good alignment and finish. All gabion structures should be aligned and constructed accurately using standard engineering methods and procedures e.g. fish lines, dumpy levels or formwork. Alignment should be done BEFORE the units are filled, as the units are almost impossible to move afterwards.

2.10 FILLING AND BRACING THE GABIONS

Only hand stone as specified in Section 3.1.1 of this document can be used for filling of gabions unless otherwise stipulated by the Technical Office (Transnet).

Fill each gabion cell in 1/3 layers between which bracing wires are installed. A minimum of four bracing wires per square metre of gabion front face are recommended.

These should be fixed at one third and two thirds the total depth of a 1m deep gabion. For 0,5m high gabions, bracing wires should be fixed at a height of 0.25m. Two complete turns from the coil of binding wire supplied (approximately 2,3 – 2,7m), is sufficient for each brace for a 1m wide gabion unit and approximately 3,3 – 3,7m for a 1,5m gabion unit.

Thread the wire around two mesh openings on the front and rear faces of the basket and twist the ends together at the middle.

Tension the brace by windlassing with the pliers handle or a rock until the front face is in line. This procedure may be repeated across the side panel and the diaphragm if the side panel is visible.

Fill each row of gabions in stages when placing a number of gabion units next to each other. Fill the entire row, except the last cell to a third.

Thereafter brace the entire row and proceed with filling the row up to the two third mark. Again brace the entire row at the two third mark and then fill the remainder of the cells to the top. At no time should the difference in height of gabion rock between adjacent cells be more than a third of a metre. This is done so as to prevent bulging of the diaphragms. If more gabions are to be added to a row, the last cell in each row should be left empty to facilitate wiring. To ensure a good finished appearance, all visible faces should be hand-packed carefully.

Gabions should be overfilled by 25-50mm to allow for natural settlement of the rock fill whilst keeping the top edge of the diaphragm visible so as to lace it to the lid.

2.11 BACKFILLING

Compaction of the backfill must be done simultaneously with every row of gabions laid. Care must be taken not to damage the geotextile when placing and compacting the backfill. Heavy compacting

equipment must not come within 1.0m of the gabion basket. Small hand held compaction equipment may be used adjacent to the gabion basket.

2.12 CLOSING

Fold the lid down, stretch into position with the aid of a suitable tool (To be provided by the Contractor), lace the lid to the front, the ends and the top of the diaphragm as per Section 3.4.

2.13 SITE ESTABLISHMENT

Site establishment will be a once off payment at the start of the contract for the purpose of all requirements of doing the work for the agreed about period of time. The agreed about period of time will be noted in the site instruction book and failure to complete the work in this period of time will result in penalties.

2.14 THE SITE

Access to the sites will be via the Transnet service roads. The key for gates in the service road can be obtained from the Technical Officer, but it must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.

No Transnet property like sleepers, rails, fencing, cables and ballast stone are to be removed from the site.

The repairs of any damages to the Transnet fencing/railway lines, Eskom power lines and Telkom will be for the Contractors account. The Contractor must arrange for the damage to be repaired within one day. Alternatively these costs will be deducted from the tendered amount, and Transnet will arrange for the repair of the damage.

2.15 TO BE SUPPLIED BY THE CONTRACTOR

The Contractor will provide the **Gabion baskets** as described in section 3.1.1, **Binding and lacing wire** as described in section 3.1.2 and **Geotextiles** as described in section 3.1.3. The Contractor will supply the tools and machinery required to properly close the gabion baskets.

2.16 TO BE SUPPLIED BY THE CONTRACTOR

The Contractor is responsible to supply his own **equipment, transport and labour**. The **Contractor must also provide the rock** (as per section 3.1.4.) for filling the gabion baskets. The Contractor must provide appointed persons (equipped with a whistle and white flags) to warn people on the site against approaching trains by blowing a whistle. The contractor is responsible to use protective clothing and adhere to the safety rules and regulations of Act 85.

The Contractor is responsible for plastic sheeting or canvas to cover the ballast stone to keep it free from sand or pollution.

2.17 PROGRAM FOR THE EXECUTION OF THE WORK

It is required of the successful Tenderer to commence work two weeks after the tender closing date. The ending date of contract will be **15th December 2015**. It will be expected of the Contractor to inform the Technical Officer about his daily activities. This information is required in order to inform the Train personnel of activities adjacent to railway lines and is important for the safety of the Contractor and his personnel.

2.17.1 PENALTY CLAUSE

In the event that the Contractor does not complete the work within the period agreed upon in the job order, a penalty of **R1500, 00** (VAT incl.) per day will be deducted from the contract payment.

2.18 INSURANCE OF WORKS

The Contractor shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the works.

The Contractor shall, in his interests, obtain insurance of his own site establishment, materials, plant, equipment and tools, as well as insurance for his motor vehicles and the common law liabilities of the Contractor as an employer. Transnet shall arrange insurance for public liability.

2.19 FINAL INSPECTION OF THE WORK

Inspection of the work will be done within seven working days after the Contractor has notified the Technical Officer of Transnet in writing that the work has been completed. If the work is found to be satisfactory, the Contractor will be allowed to submit a tax invoice together with the job order.

2.20 MEASUREMENTS AND PAYMENT

Payment will be made as follows: After completion of each work site or as per completed gabion on assessment date.

2.21 TEMPORARY CAMPS

No campsites or accommodation will be available to the Contractor on Transnet premises. The Contractor must arrange for all facilities needed and these costs must be included in the tender price.

2.21.1 POLLUTION PREVENTION

According to the Environmental Management System of the Kimberley South Infra Depot, pollution must be prevented as far as possible. Where pollution occurs due to the negligence of the Contractor, he/she will be responsible for corrective actions or he/she will be held liable for corrective actions required.

2.22 QUALITY AND INSPECTION

Transnet Freight Rail shall inspect the work completed according to the specification compiled by the Technical Officer.

2.23 EXCEPTIONS

The contractor should note that **no exception** will be made for any contractor in failing to complete the work on time, the availability of hand stone will not be the reason for any delay, and contractor must ensure that he has an agreement with specific quarry to supply him with hand stone for the whole project before submitting his schedule of quantity with prices.

The contractor must know that the price quoted/submitted will be final and no additional requests will be granted.

3 Drawings/Photos

Photos of examples will be supplied by the Technical Officer.

4. Specifications

Title	Date or revision	Tick if publicly available
E7/1 Specification for works on-, over- under- or adjacent to railway lines and near high voltage equipment	2011	
E.4E Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations	2011	

4. Constraints on how the Contractor Provides the Works as well as Health, Risk and Safety requirements

- 4.1 The Contractor shall comply with Transnet Electrical Safety Instructions
- 4.2 The Contractor shall provide their own protection if needed ei. Flagman

4.3 The Contractor shall provide all necessary equipment and plant to execute the job

Before any work commences the Contractor is to do a risk assessment of each situation and to provide a written safety plan, of which, a copy is to be kept on site with the Site Diary, Site Instruction Book and Calculation Book. In the safety plan the Contractor must clearly state his/her intentions to provide a safe environment for his workers when working in the culverts. This safety plan is to be provided and implemented by the contractor before the work commences.

Provision must be made in the safety plan for the following risks:

- Working adjacent to passing trains.
- Transporting of material and workers to and from work site.
- Loading and off-loading of equipment and material.
- Working close to Overhead Traction Equipment.
- Electrical shock.
- Uneven surfaces.
- Blue asbestos.
- Level Crossing Awareness of Operators and Drivers.
- No work may be performed within 3 (three) metres of the railway line without adequate Transnet supervision and protection.

The Contractor shall supply all the necessary Personal Protective Equipment to each person working on the site. This will include items such as safety boots, hand gloves, dust masks and other protective clothing needed to protect the workers against all the risks which may be encountered on site.

Before the Contractor commences with any work, the entire team will be required to attend a compulsory 1 hour long Safety Talk given by a designated Transnet Safety Representative. Any new workers that join the team at a later stage will also be required to receive this training.

Before the contractor may start any work, he and his entire team will be required to attend a OHTE awareness training, The Supervisor to do Competency training for 3 days.

Training will be provided by Transnet but traveling and accommodation expenses are for the contractor's account.

The Contractor shall provide at his/her own cost any security/safety measures he/she may deem necessary for safe and effective execution of the work. The Contractor will be fully responsible to provide all Safety measures deemed necessary to safe guard his/her personnel for the safe completion of the work under contract.

This work is to be carried out close to railway lines with trains moving and passing directly next to the work area. No work is to be done within a 3m distance of a railway line without the presence of a flagman and Track Inspector/Master or without notifying the CTC.

The Contractor or his supervisor must have a Safety Talk every morning before work begins to remind the workers to be on the lookout for trains and to make the workers aware of the dangers of working underneath electrified traction lines. Record of what was discussed shall be recorded in the "Site Diary".

All workers shall work as a team in one area in the Transnet Freight Rail's reserve.

The personnel of the Contractor shall at all times while on Transnet property and during the operations wear reflective safety jackets. These reflective jackets must preferably bear the name of the contractor's company.

High voltage electrical equipment:

The attention of the **Contractor** is drawn to the possibility of "live" electrical overhead wires or buried cables in the area covered by the contract and the danger of coming into contact with such wires. All personnel under the control of the **Contractor** shall be made aware of the danger of "live" electrical wires and cables before commencement of the work.

The **Contractor** shall comply with all requirements of the **E7/1 (July 1998)** Specification. In particular the **Contractor** shall not be allowed to drive or move mobile equipment on or over the ballast and track-work unless the Technical Officer grants suitable permission and proper methods are employed.

Protection: The Contractor shall provide all protection functions at the work area as required by the Technical Officer and according to the rules and regulations as stipulated in the **Infrastructure Safety Guidelines, page 51 to 72**.

The **Contractor** shall be liable for costs incurred by Transnet as a result of failure on the part of the **Contractor** or his personnel, to observe any safety and security regulations of Transnet regarding the entry of personnel into all sites. Transnet will determine such costs.

The contractor or his supervisor will be responsible to hold a Safety Talk every morning before work commences. He will also be responsible to notify CTC each morning to inform them where his team will be working on that day.

The contractor is to have available a suitable First Aid Kit on site at all times.

All workers shall work as a team in one area in the Transnet reserve.

The contractor shall provide a cell phone, in good working order and with sufficient airtime,

to his team leader to be available on site at all times.

5. Requirements for the programme

- 5.1 The Contractor shall provide a programme in a form of excel which indicates how many gabions can be installed in a day depending on the site situations
- 5.2 The Contractor shall submit the programme to the Project Manager/Technical Officer a week before the commencement of work
- 5.3 The Contractor shall update the programme at the end of day and give feedback to the Employer's Representative on site

6. Services and other things provided by the Employer

- 6.1 Technical Officer's services from the start of the contract
- 6.3 Site Access from the start of the contract

SITE INFORMATION

1. The ground surfaces on site are uneven, proper precaution should be taken while working and walking on the ballast, the terrain is also not level.
2. On site there can be a movement of on track-machines, proper precautions and protection should be applied
3. The Contractor shall not cross any private property or Transnet tracks without prior written approval from the legal owner of that property. No unauthorised level crossings shall be permitted.
4. Access to the sites will be via the Transnet service roads. The key for gates in the service road can be obtained from the Technical Officer, but it must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.

First section: Beaconsfield to Belmont, Belmont to Orange River and Orange River to De Aar (Kimberley South Depot Area) - **±232 km on track**

Second section: De Aar to Hutchinson and Hutchinson to Beaufort West (Kimberley South Depot Area) - **±259 km on track**

Third section: De Aar to Groveput, Groveput to Upington (Kimberley South Depot Area) - **±411 km on track**

Fourth section: Upington to Kakamas (Kimberley South Depot Area) - **±89 km on track**

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

TIP-OFFS ANONYMOUS : 0800 003 056

"PREVIEW COPY ONLY"

installation of gabions from Beaconsfield to Belmont, Belmont to Orange River, Orange River to De Aar, De Aar to Beaufort West, De Aar to Groveput, Groveput to Upington, Upington to Kakamas and Belmont to Douglas for a period of 7 months

Returnable Document

INSTALLATION OF GABIONS FROM BEACONSFIELD TO BELMONT, BELMONT TO ORANGE RIVER, ORANGE RIVER TO DE AAR, DE AAR TO BEAUFORT WEST, DE AAR TO GROVEPUT, GROVEPUT TO UPINGTON, UPINGTON TO KAKAMAS AND BELMONT TO DOUGLAS FOR A PERIOD OF 7 MONTHS.

CLOSING VENUE: TENDER BOX

CLOSING DATE & TIME: 05 MAY 2015 AT 10:00

VALIDITY PERIOD: 90 Business Days

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
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> Pricing and price basis [firm] 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.

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 _____.

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 3 : Quotation Form	

- 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.

Essential Returnable Documents	Submitted [Yes or No]
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.

Returnable Document

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 and/or having to accept any less favourable offer.

SERVICE FEES AND COSTS

Item number	Description	Unit	Qty	Rate	Price
A	Installation of Gabions required on the Kimberley South Geographical area				
1	Site establishment at start of contract	Sum	1		
2	Excavation and Preparation of site	Per m ²	1		
3	Supply material and all necessary machinery and equipment	Sum	1		
4	Installation of gabions including labour	Per m ³	1		
5	Provision of hand stone at nearby sites	Per m ³	1		
6	Back fill with suitable material	Per m ³	1		
7 (a)	Supply Gabion Baskets 2x1x1	each	1		
7 (b)	Supply Gabion Baskets 2x1x0.5	each	1		
7 (c)	Supply Gabion Baskets 2x0.5x0.3	each	1		

installation of gabions from Beaconsfield to Belmont, Belmont to Orange River, Orange River to De Aar, De Aar to Beaufort West, De Aar to Groveput, Groveput to Upington, Upington to Kakamas and Belmont to Douglas for a period of 7 months

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8	Preliminary & General	sum	1		
9	Accommodation (per person)	Per night	1		
10	Risk and Safety	sum	1		
11	Travelling. In and between different sites.	Per km	1		
12	Site de-establishment at end of contract	Sum	1		
B	Total Price for A:		R		
C	VAT (14% of B):		R		
D	Gross Total (A AND B):		R		

NOTES TO PRICING:

The estimated requirement for these services above is to obtain a market related tender price.

The actual requirement will vary based on the on-site conditions in the areas to be worked.

"PREVIEW COPY ONLY"

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installation of gabions from Beaconsfield to Belmont, Belmont to Orange River, Orange River to De Aar, De Aar to Beaufort West, De Aar to Groveput, Groveput to Upington, Upington to Kakamas and Belmont to Douglas for a period of 7 months

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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 and drawings 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. Vendor Application Form and all supporting documents (first time vendors only)

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Freight Rail		

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: _____

Returnable Document**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:

Indicate nature of relationship with Transnet:

[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]

installation of gabions from Beaconsfield to Belmont, Belmont to Orange River, Orange River to De Aar, De Aar to Beaufort West, De Aar to Groveput, Groveput to Upington, Upington to Kakamas and Belmont to Douglas for a period of 7 months

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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:

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 _____

installation of gabions from Beaconsfield to Belmont, Belmont to Orange River, Orange River to De Aar, De Aar to Beaufort West, De Aar to Groveput, Groveput to Upington, Upington to Kakamas and Belmont to Douglas for a period of 7 months

Returnable Document**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)		< R1 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 RP30 Certificate		Yes		No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% 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							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name				Designation			
Signature				Date			
Stamp And Signature Of Commissioner Of Oath							
Name				Date			
Signature				Telephone No.			

INSTALLATION OF GABIONS FROM BEACONSFIELD TO BELMONT, BELMONT TO ORANGE RIVER, ORANGE RIVER TO DE AAR, DE AAR TO BEAUFORT WEST, DE AAR TO GROVEPUT, GROVEPUT TO UPINGTON, UPINGTON TO KAKAMAS AND BELMONT TO DOUGLAS FOR A PERIOD OF 7 MONTHS

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

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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

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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

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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 Terrestrial 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

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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

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- ☐ 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:.....

Respondent's Signature

Date & Company Stamp