

**Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

**FOR THE SUPPLY AND ERECTION OF PRE-STRESSED CONCRETE HOLLOWCORE
SECURITY WALL AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

RFP NUMBER	BLE / 10110
ISSUE DATE:	27 August 2013
CLOSING DATE:	26 September 2013
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	90 days from Closing Date

IMPORTANT AND SPECIAL NOTICE TO ALL BIDDERS**RFP BLE / 10110 CANCELS AND SUPERSEDES RFQ BLE/10099**

Due to an administrative error with the issue of the original RFQ, Transnet is obligated to re-issue this demand. Bidders must please note that this RFP cancels and supersedes RFQ BLE/10099 that closed on 12 February 2013.

Transnet takes cognisance of and is aware that it is costly for Bidders to prepare for a RFP, to travel to Site Briefings and to deliver the RFQ / RFP. In gratitude and acknowledgement for those Bidders who previously paid for and attended the Tender / Site Briefing, Transnet will permit the following: -

- a) **Bidders who previously paid** for RFQ BLE/10099 will be issued the new RFP "free of charge" however the RFP document must be collected at the address mentioned in Section1 "Notice to Bidders", Paragraph 1 under Proposal Request.
- b) **Bidders who previously attended the RFQ/ Site Briefing** in Beaufort West need not attend the Site Briefing again however Transnet will not be held responsible or liable if any Bidder who did not attend the RFP /site briefing AND subsequently feels disadvantaged as a result thereof. Should these Bidders decide to attend the RFP / Site Briefings, you are welcomed to attend.
- c) **Transnet has a register of those Bidders who previously attended** the original RFQ / Site meeting and for transparency purposes Transnet **has attached this register to the RFP for the attention of all new Bidders at the Tender Briefing Session.**

All new and prospective bidders who did not pay for or attend the original RFQ / Site Briefing must note that it is compulsory that you pay for the RFP document and attend the Compulsory RFP / Site Briefing without exception.

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1 : NOTICE TO BIDDERS	6
1 PROPOSAL REQUEST	6
2 FORMAL BRIEFING	6
3 PROPOSAL SUBMISSION	7
4 DELIVERY INSTRUCTIONS FOR RFP	7
5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS	8
6 COMMUNICATION	11
7 INSTRUCTIONS FOR COMPLETING THE RFP	12
8 COMPLIANCE	12
9 ADDITIONAL NOTES	12
10 DISCLAIMERS	13
11 LEGAL REVIEW	13
SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	14
1 BACKGROUND	14
2 SCOPE OF REQUIREMENTS	14
3 RETENTION FEE OF 10%	14
4 GREEN ECONOMY / CARBON FOOTPRINT	14
5 EXCHANGE AND REMITTANCE	14
6 SERVICE LEVELS	15
7 RISK	16
8 REFERENCES	16
9 PRE-QUALIFICATION AND EVALUATION METHODOLOGY AND CRITERIA	17-19
SECTION 3 : PRICING AND DELIVERY SCHEDULE	20-21
SECTION 4 : PROPOSAL FORM	22-26
SECTION 5 : VENDOR APPLICATION FORM	27
SECTION 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS	28
SECTION 7 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS	29-29
SECTION 8 : CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS - SERVICES	31
SECTION 9 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET	32-33
SECTION 10 : RFP DECLARATION FORM	34-36
SECTION 11 : BREACH OF LAW FORM	37
SECTION 12 : RFP CLARIFICATION REQUEST FORM	38
SECTION 13 : SUPPLIER CODE OF CONDUCT	39-40
SECTION 14 : B-BBEE PREFERENCE POINTS CLAIM FORM	41
SECTION 15: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING IN BELLVILLE	48
SECTION 16: CERTIFICATE OF AATTENDANCE OF SITE MEETING IN BEAUFORT WEST	49

RFP ANNEXURES:

ANNEXURE A TECHNICAL SUBMISSION / QUESTIONNAIRE

RFP APPENDICES:

APPENDIX (i) GENERAL BID CONDITIONS

APPENDIX (ii) TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET

APPENDIX (iii) SPECIFICATIONS

APPENDIX (iv) GUIDELINES FOR THE COMPLETION OF A SUPPLIER DEVELOPMENT BID DOCUMENT

"PREVIEW COPY ONLY"

LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
PPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
VAT	Value-Added Tax
ZAR	South African Rand

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 1: NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**] for the provision of the above services [**the Services**] to Transnet.

On or after 27 August 2013, the RFP documents may be inspected at, and are obtainable from the office of the Secretariat, Acquisition Council, 6th Floor, Transnet Park, Robert Sobukwe Road, Bellville (ask for Ms Carol Swan or Ms Johanna Kotze) on payment of an amount of R100,00 [inclusive of VAT] per set. Payment is to be made as follows:

Bank: Standard Bank
Account Number: 203158598
Branch: Braamfontein
Branch code: 004805
Account Name: Transnet Freight Rail
Reference: RFP BLE / 10110 and your company name.

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.

RFP documents will only be available for collection between 08:00 and 14:00 from 27 August 2013 until 06 September 2013. Therefore payment must be effected prior to the deadline for collection.

N.B: Pursuant to note (b) above, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL COMPULSORY BRIEFING

A compulsory RFP briefing will be conducted at Transnet Park, 6th Floor, Outeniqua Boardroom, Robert Sobukwe Road, Bellville on **09 September 2013**, at 10:00 for a period of ± 1 hour.

The site viewing and briefing date in Beaufort West will be discussed in Bellville on the 9th of September 2013. Directions and site address in Beaufort West to be supplied at the RFP briefing. [Respondents to provide own transportation and accommodation].

- 2.1 A Certificate of Attendance form set out in Section 15 hereto must be completed and submitted with your Proposal as proof of attendance for a compulsory site meeting and/or RFP briefing. *(A separate attendance register will be circulated at the RFP briefing session in Bellville)*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified. (Excludes Bidders who previously paid for and attended the original RFQ / Site Briefing meetings)
- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing / Site Meeting
- 2.4 The briefing session in Bellville will start punctually at 10:00 and information will not be repeated for the benefit of Respondents arriving late.
- 2.5 The Site viewing and briefing session in Beaufort West will also not be repeated for the benefit of Respondents arriving late.

3 PROPOSAL SUBMISSION

Proposals **in duplicate [1 original and 1 copy]** must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFP No:	BLE/10110
Description	Supply and erect pre-stressed concrete hollow core security wall at Beaufort West
Closing date and time:	26 September 2013 at 10:00
Closing address:	<i>[Refer to options in paragraph 4 below]</i>

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

4 DELIVERY INSTRUCTIONS FOR RFP

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the main entrance of Transnet Park Building, Robert Sobukwe Road, Bellville and should be addressed as follows:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX
GROUND FLOOR
ROBERT SOBUKWE ROAD
BELLVILLE

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Acquisition Council Bellville:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX
GROUND FLOOR
ROBERT SOBUKWE ROAD
BELLVILLE

- 4.3 Please note that this RFP closes punctually at **10:00 on Tuesday 26 September 2013.**
- 4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.7 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.8 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [*Alterations made by the Respondent to Bid Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

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

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

The Department of Trade and Industry [DTI] is currently in the process of reviewing the B-BBEE Codes of Good Practice [Code Series 000]. Transnet reserves the right to amend this RFP in line with such reviews and/or amendments once they have come into effect. Transnet furthermore reserves the right to adjust the thresholds and evaluation processes to be aligned with such changes which may be issued by the DTI after the issue date of this RFP.

5.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00. However, if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP will be cancelled.
- The 90/10 preference point system applies where the acquisition of the Services will exceed R1 000 000.00. However, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R1 000 000.00, the RFP will be cancelled.

The **90/10** preference point system is applicable to this RFP.

When Transnet invites prospective service providers to submit Proposals for its various expenditure programmes, it requires Respondents [*Large Enterprises and QSE's - see below*] to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification Certificates must be issued by:

- Verification Agencies accredited by the South African National Accreditation System [**SANAS**]; or
- Registered Auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

Enterprises will be rated by Verification Agencies or Registered Auditors based on the following:

- Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black¹ ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate [which may be in the form of a letter] from an auditor, accounting officer or a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, Black ownership / Black female ownership and B-BBEE status level.

¹ **Black** means South African Blacks , Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

Respondents are required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a certificate in respect of EMEs].

In this RFP, Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. *[Refer **Section 14** for further details].*

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your entity's annual turnover for the past year:

R_____

*All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as **Section 14**.*

5.2 **B-BBEE Joint Ventures, Consortiums and/or Subcontractors**

In addition to the above, Respondents who would wish to enter into a Joint Venture [**JV**] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their RFPs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Section 14.

a) **JVs or Consortiums**

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

(i) Incorporated JVs/Consortiums

As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

(ii) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFP in particular.

N.B. Failure to submit a B-BBEE certificate in respect of the JV or Consortium, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

b) **Subcontracting**

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

5.3 **B-BBEE Registration**

In addition to the Verification Certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>.

6 COMMUNICATION

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

6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before **10:00 on 16 September 2013**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

6.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Acquisition Council, at telephone number 021 940 3846, email Carol.swan@transnte.net or Johanna.kotze@transnet.net or facsimile number 021 940 3883 on any matter relating to its RFP Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 INSTRUCTIONS FOR COMPLETING THE RFP

- 7.1 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 7.2 Both sets of documents are to be submitted to the address specified in paragraph 4 (4.1 & 4.2) above.
- 7.3 All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

9 ADDITIONAL NOTES

- 9.1 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.2 The person or persons signing the Proposal must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 9.3 Bidders who fail to submit a duly completed and signed RFP Declaration Form [Section 10] will not be considered.
- 9.4 Transnet will not do business with companies involved in B-BBEE fronting practices.
- 9.5 Transnet may wish to visit the Respondent's place of business during this RFP process.
- 9.6 Transnet reserves the right to undertake post-tender negotiations [**PTN**] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.
- 9.7 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**

10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFP's Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [26 September 2013];
- 10.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Service Provider; or
- 10.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate in Section 11 [*Breach of Law*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS : 0800 003 056

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Supply and erect pre-stressed concrete hollow core security wall 736m long x 2.2m high x 120mm thick at Beaufort West station and shunting area (Asset No.: 07AG047C)

2 SCOPE OF REQUIREMENTS

The under mentioned Annexures comprise the scope of requirements with the various special conditions applicable to the supply and erect of the security walls at Beaufort West.

- 2.1 Annexure A for the project specifications
- 2.2 Annexure B for Special Conditions
- 2.3 Annexure C for the Scale Plan for hollow core security wall
- 2.4 Annexure D for Beaufort West Plan BFU0062m

A Respondent's compliance with the minimum functionality/technical threshold of 80% will be measured by their responses to Annexure A.

3 RETENTION FEE OF 10%

To protect Transnet SOC Ltd in case of defective work, Transnet reserves the right to retain up to ten percent [10%] of the value of the resultant contract for a period of six [6] months, {the maintenance period} or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager of Transnet

4 GREEN ECONOMY / CARBON FOOTPRINT

Whereas Transnet cannot prescribe a Respondent's commitment to environmental issues, Transnet would wish to have an understanding of your company's position in this regard, including key environmental characteristics such as waste disposal, recycling and energy conservation

GENERAL SERVICE PROVIDER OBLIGATIONS

- 4.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 4.2 The Service Provider(s) must comply with the requirements stated in this RFP.

5 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 16 *[Exchange and Remittance]* of the General Bid Conditions appended hereto. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or service provider, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

5.1 ZAR 1.00 [South African currency] being equal to _____ *[foreign currency]*

5.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet

5.3 _____ *[Name of country to which payment is to be made]*

5.4 Beneficiary details:

Name *[Account holder]* _____

Bank *[Name and branch code]* _____

Swift code _____

Country _____

5.5 _____ *[Applicable base date of Exchange Rate used]*

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

6 SERVICE LEVELS

6.1 An experienced account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

6.2 Transnet will have regular reviews with the Service Provider's account representative on an on-going basis.

6.3 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

6.4 The Service Provider guarantees that it will achieve the agreed service level on the following measures:

a) Random checks on compliance specifications

b) On-time deliverables

6.5 The Service Provider must provide a telephone number for customer service calls.

6.6 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

7 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

7.1 Quality of Services delivered:

7.2 Continuity of the provision of Services:

7.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

8 REFERENCES

Please indicate below a minimum of *FOUR [4]* company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

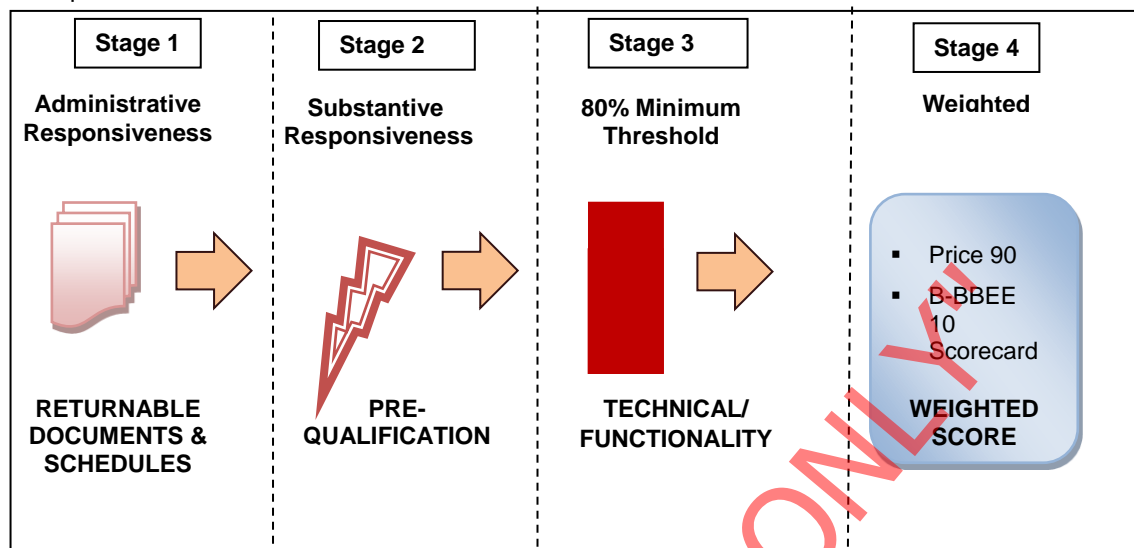
NAME OF COMPANY	CONTACT PERSON	TELEPHONE

9 FINANCIAL STABILITY

Transnet reserves the right to conduct Financial Stability assessment on preferred bidder/s.

10 PRE-QUALIFICATION AND EVALUATION METHODOLOGY AND CRITERIA

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



10.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 4</i>
• Verify the validity of all returnable documents	<i>Section 4</i>

The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification

10.2 STAGE TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Pre-Qualification Criteria	RFP Reference
• Whether any pre-qualification criteria set by Transnet, have been met	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4 – validity period</i> <i>Appendix (i), General Bid Conditions clause 19</i> <i>Sections 10, 11</i>
• Whether the Bid contains a priced offer	<i>Section 3</i>
• Whether the Bid materially complies with the scope and/or	<i>All Sections</i>

Pre-Qualification Criteria	RFP Reference
specification given	

The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further pre-qualification

10.3 STAGE THREE: Test Minimum Threshold 80 % for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	% Weightings	RFP Reference
Compliance with Specification	70%	Section 2
Previous experience in concrete walling	10%	Section 2
• Personnel experience with heavy duty plant	10%	Section 2
• Previous civil work/ civil contracts done for Transnet	10%	Section 2
Total Weighting:		100%
Minimum qualifying score required:		80%

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non Responsive
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

The minimum threshold for technical/functionality [Stage Three] must be met or exceeded for a Respondent's Proposal to progress to Stage Four for final evaluation

10.4 STAGE FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer 90%	Section 3

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [Section 14]

- Preference points will 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 (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

10.5 **SUMMARY: Pre-Qualification Threshold and Final Evaluated Weightings**

Pre-Qualification Criteria	Minimum Threshold [%]
Technical / functionality	80
Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100

11 Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents 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 90/10 and the contract will be negotiated and awarded to the successful Respondent(s).

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 3: PRICING AND DELIVERY SCHEDULE

*Respondents are required to complete the table below: **ASSET NO.: 07AG047C***

Item No	Description of Service	Item Total	Unit of measure	Unit Rate	TOTAL PRICE OF ACTIVITY [ZAR]
888	Beaufort West: Replace double gate 6.0m wide x 1.80m high galvanized as per specification and position as on plan Annexure F	1	each		
893	Beaufort West: Erect security concrete wall, total length of 736 m long; slab 6.0m long x 2.20m high x 120mm thick as per specifications and position on plan Annexure F	1	Job		
3	P & G – Preliminary and General*		Job		
4	Risk and Safety Induction**		Job		
5	Machine Excavation – Shale / Soft Rock using jackhammer.		M3		
6	Machine Excavation – Hard Rock using jackhammer		M3		
ESTIMATED TOTAL PRICE, exclusive of VAT:					

PRICING BASIS

Where other methods will be employed e.g. (i) Machine excavation (shale/soft rock using a jackhammer) or (ii) Machine excavation (hard rock using a jackhammer,

The above must be priced separately, see items 5 & 6.

Before you employ other methods you are obligated to contact the Project Manager for inspection of excavations and the Project Manager will give the right of way to employ machine excavation for either shale/soft rock OR hard rock.

Price quoted will be an ESTIMATED PRICE based on excavation using pick and shovel.

*** P & G shall include all costs** not directly related to a specific item on the pricing and delivery schedule and forms part of the Contractors requirements e.g. :- cost of stationery, establishment of workers on site, removal of site establishment, the handing over of the site to the contractor and the handing back of the site after completion of the work.

**** Risk and Safety assessment costs include:** - a full identification of the risks before the work commences and the necessary equipment, appropriate precautions and systems of work to be provided / implemented and complete compliance with the current Occupational Health and Safety Act (Act 85 of 1993 and any amendments thereto). The Safety and Risk plan must be available before Transnet will hand over the site to the Contractor.

Important Considerations before Calculating Price

All measurements of material and quantities is measured as net fixed and do not include off cuts or waste. Contractor to add own percentage (%) for off cuts or waste. The contractor is responsible to check all measurements and quantities before ordering any material.

The Contractor will supply: Labour, material, transport, consumable stores, plant, equipment, tools, services, materials and requirements of every description required for the execution and completion of the work as per the specification.

Safety: The contractor will comply with the OHS Act 85 of 1993 and any amendments thereto.

General: All normal cleaning & preparation, including washing of items to be painted, must be prepared / treated as specified by the manufacturer / paint manufacturer. Scaffolding and ladders must be included in your pricing.

All materials shall be fitted, installed or applied as per manufacturer's instructions.

Unless otherwise stated, all materials must comply with SANAS specifications. Where no SANAS specification exists, the material must be approved by the TFR Project Manager.

Notes to Pricing:

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) Prices quoted must be held valid for a period of 90 days from closing date of this RFP
- c) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- d) 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.

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL AT
BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 4: PROPOSAL FORM

I/We _____

[name of entity, company, close corporation or partnership]

of *[full address]*

carrying on business trading/operating as _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to provide the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ *[if any]* and the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Terms and Conditions of Contract - Services;
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award/intent, this Proposal [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.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of Services within **2 [two] weeks** thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Duration of Project - I/We accept that any contract resulting from this offer will be for a period of only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us should the delivery of the Services be delayed due to non-performance by ourselves.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, 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. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____
 Facsimile: _____
 Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service Provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Service Provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 60 [sixty] days [from closing date] against this RFP.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

YES		NO	
------------	--	-----------	--

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

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

Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these Documents are returned with their Proposals.

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 3 : Pricing and Delivery Schedule	
SECTION 5 : Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A (page 2) : Technical Submission/Questionnaire	
SECTION 15: Certificate of Attendance of RFP briefing in Bellville:	
SECTION 16: Certificate of Attendance of site briefing in Beaufort West	

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

Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1 : Notice to Bidders	
Receipt for payment of RFP documents [paragraph 1]	
SECTION 4 : Proposal Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if CC]	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	
- Valid B-BBEE Verification Certificate [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Certified copy of valid VAT Registration Certificate	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFP Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions – Services	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFP Declaration Form	
SECTION 11 : Breach of Law Form	
SECTION 13 : Supplier Code of Conduct	
SECTION 14 : B-BBEE Preference Points Claim Form	
Letter of Good standing (Compensation Act)	

By signing these RFP documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, 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.

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: _____

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL AT
BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 5: VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copy** of Certificate of Incorporation, CM29 / CM9 [*name change*]
4. **Certified copy** of Share Certificates [CK1/CK2 if CC]
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. A signed letter from your entity's auditor or accountant confirming most recent annual turnover figures
9. **Certified copy** of valid Company Registration Certificate [*if applicable*]

A 2-page Supplier Declaration Form is attached for you to complete.

Note: *No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.*

Duly authorised to sign for and on behalf of Entity / Organisation:

Name		Designation	
Signature		Date	

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL AT
BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the provision of Services.

FULL NAME _____
SIGNATURE CHAIRMAN

FULL NAME _____
SIGNATURE SECRETARY

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

1. I/we

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) has been requested to submit a Bid in response to this Bid invitation;
- b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder

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

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Services will be rendered [market allocation]
- c) methods, factors or formulas used to calculate prices;

Respondent's Signature

Date & Company Stamp

- d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP;
or
 - f) bidding with the intention not winning the Bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

**Section 8: CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS -
SERVICES**

[appended hereto as Appendix (i)]

NAME OF ENTITY:

I/We

_____ do
hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General
Bid Conditions - Services as received on _____ *[insert date]* from Transnet SOC Ltd for the
carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an
allegation that I/we overlooked any terms and conditions of the General Bid Conditions or failed to take it
into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the
entire General Bid Conditions as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

**Section 9: CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF
CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET**

[appended hereto as Appendix (ii)]

NAME OF ENTITY:

I/We

_____ do
hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms
and Conditions of Contract as received on _____ *[insert date]* from Transnet SOC Ltd for
the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an
allegation that I/we overlooked any Terms and Conditions of Contract or failed to take it into account for
the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the
entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**Respondents should also note the obligations as set out in
clause 19 [Terms and Conditions of Contract]
of the General Bid Conditions [Appendix (i)] which reads as follows:**

- 19.1 *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.*
- 19.2 *Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer 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 alternative(s) are acceptable or otherwise, as the case may be.*

"PREVIEW COPY ONLY"

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 10: RFP DECLARATION 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 RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we 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.
6. If such a relationship exists, 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]

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

SIGNED at _____ on this _____ day of _____ 20____

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 11: BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 13: SUPPLIER CODE OF CONDUCT

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

- The Transnet Supply Chain Policy
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fairness, equity, transparency, competitiveness and cost effectiveness;
- The Public Finance Management Act [**PFMA**];
- The Preferential Procurement Policy Framework Act [**PPFPA**];
- The Broad-Based Black Economic Empowerment Act [**B-BBEE**]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices

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

a) *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - gain an improper advantage.

- There may be an occasion when a Supplier is confronted with fraudulent or corrupt behaviour by a Transnet employee. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts [0800 003 056].
- b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].
- c) *Transnet’s relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
 - collusion;
 - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
 - corrupt activities listed above; and
 - harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of interest

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

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

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

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 14: 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 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining

their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one

scoring the highest score for functionality.

- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

Respondent's Signature

Date & Company Stamp

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

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the

capability and ability to execute the subcontract.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm
 - ☐ Partnership/Joint Venture/Consortium
 - ☐ One person business/sole propriety
 - ☐ Close Corporations
 - ☐ Company (Pty) Ltd
 - [TICK APPLICABLE BOX]
- (v) Describe Principal Business Activities

.....

.....

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

☐Manufacturer

☐Supplier

☐Professional Service Provider

☐Other Service Providers, e.g. Transporter, etc.

[TICK APPLICABLE BOX]

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

"PREVIEW COPY ONLY"

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:

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 15: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING IN BELLVILLE

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on
_____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

**RFP FOR THE SUPPLY AND ERECT OF PRE-STRESSED CONCRETE HOLLOWCORE SECURITY WALL
AT BEAUFORT WEST
FOR A PERIOD OF 60 DAYS**

Section 16: CERTIFICATE OF ATTENDANCE OF SITE MEETING IN BEAUFORT WEST

It is hereby certified that –

3. _____

4. _____

Representative(s) of _____ *[name of entity]*

attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on
_____ 20____

TRANSNET'S REPRESENTATIVE

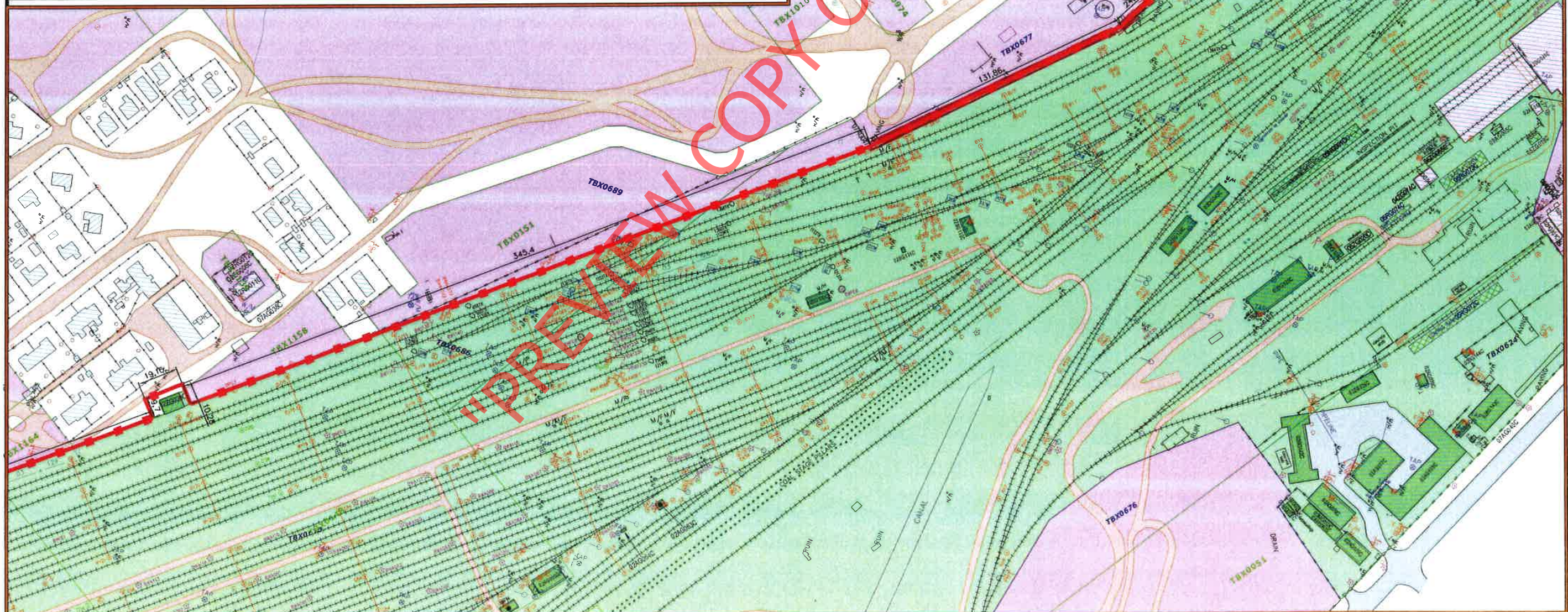
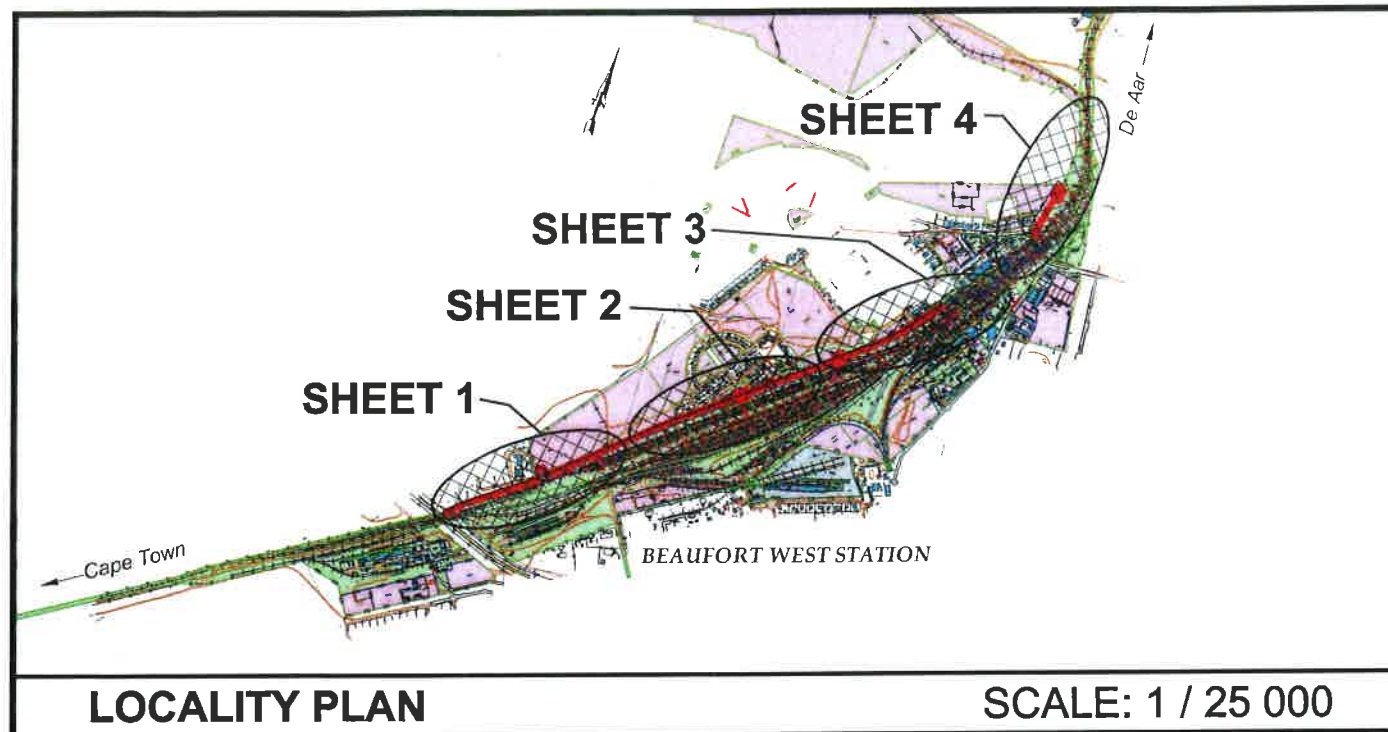
RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

ooo000ooo



LEGEND:

	Transnet Freight Rail		Razor Wire Fence
	Transnet Property		Wall
	Transnet Property (Housing)		Gate
	PRASA		

TRANSNET

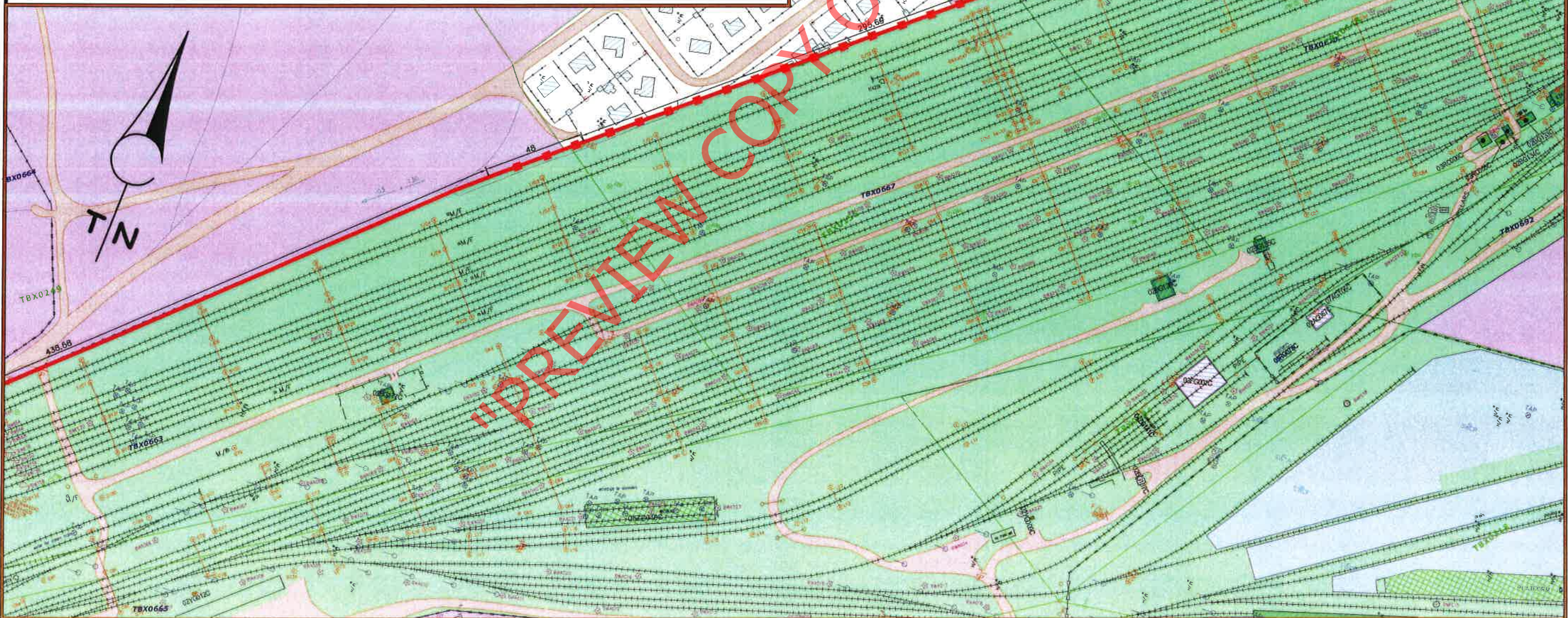
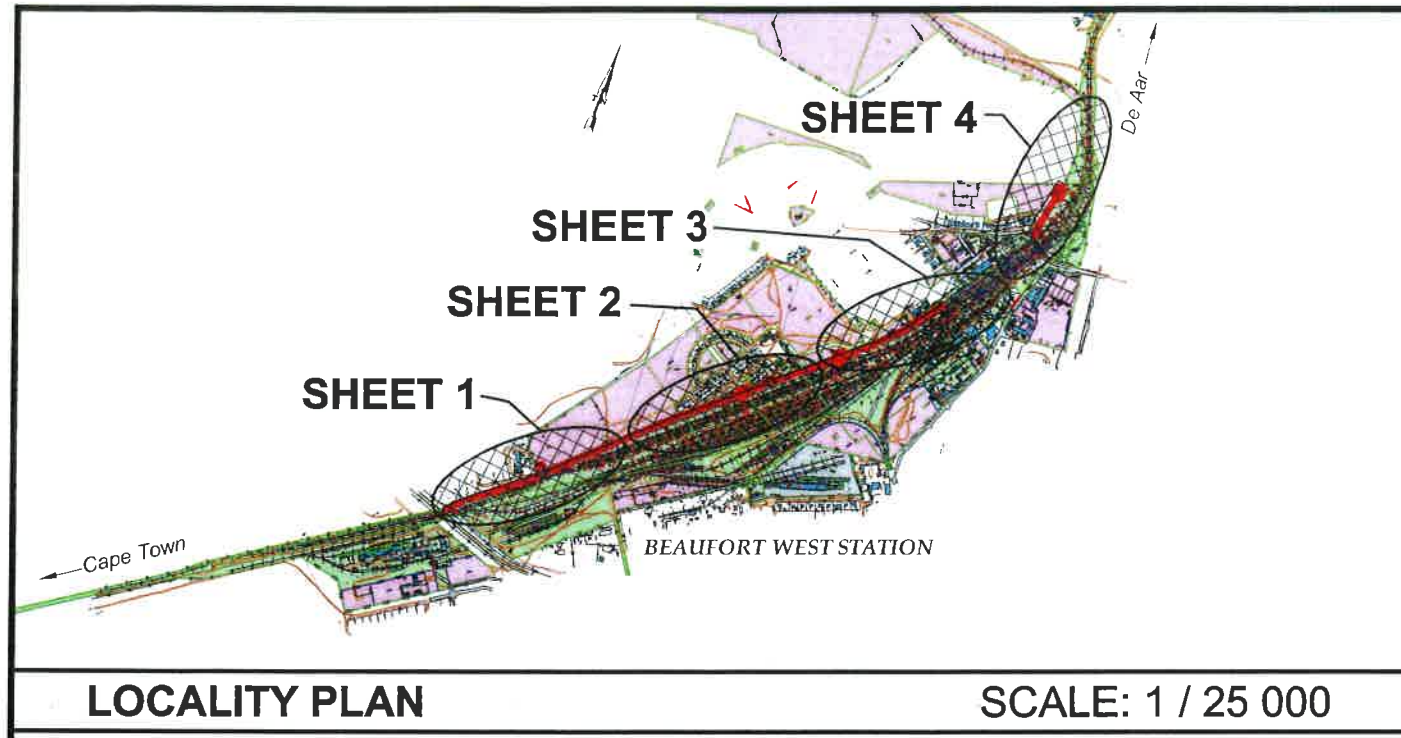
Plan prepared by:
GEO-SPATIAL: WESTERN REGION, TRANSNET PROPERTY

Room 505
No. 1 Adderley Street
CAPE TOWN
8001

P.O. Box 4753
CAPE TOWN
8000

Tel: (021) 449-4434
Fax: (021) 449-4311
enquiries@transnet.net

Compiled: H.K.	File Ref.: _____	Date: 2012-05-23	SCALE : 1 / 2 000	PLAN No.	BFU0062m Sheet 3 of 4
Checked: B.A.S.	Original Ref.: R.A.V.E.:322248	/:			



LEGEND:

	Transnet Freight Rail		Razor Wire Fence
	Transnet Property		Wall
	Transnet Property (Housing)		Gate
	PRASA		

TRANSNET

Plan prepared by:
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CAPE TOWN
8000

Tel: (021) 449-4434
Fax: (021) 449-4311
geospatial@transnet.net

BEAUFORT WEST
DISCUSSION PLAN

DISTANCES FOR PROPOSED RAZOR WIRE FENCE AND WALLS TO BE ERECTED

Compiled: H.K.	File Ref: _____	Date: 2012-05-23	SCALE : 1 / 2 000	PLAN No. BFU0062m Sheet 2 of 4
Checked: B.A.S.	Original Ref: R.A.V.E./3227AB	/:		



ANNEXURE B

SPECIAL CONDITIONS

SCOPE OF WORK

1. TIME TO COMPLETE THE WORK

The tenderer shall indicate at Section 6, the time he will require to complete the works, however this time should not exceed **90 days**. This period shall be exclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet the sum of **R400-00** for every day or part thereof during which the works remain incomplete.

2. GUARANTEE

Transnet Freight Rail requires a workmanship guarantee for a period of **12 months**, from the date of completion of work.

3. INSPECTION OF WORKS

- 3.1** During the progress of the contract, all materials used and all work being undertaken by the Contractor shall be subjected to periodic inspections.
- 3.2** Should at any stage in the progress of the said works, an inspection visit or test reveal any defects due to improper materials or workmanship or any other fault or neglect on the part of the Contractor, such defective materials or workmanship shall immediately be replaced or remedied by the Contractor at his own expense and to the entire satisfaction of the authorized representative.
- 3.3** No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view before permanent work is place thereon.
- 3.4** The Contractor shall give due notice to the Project Manager whenever such work is ready or about to be ready for examination. The Project Manager shall without unreasonable delay, examine and or measure such work as required.
- 3.5** The Contractor shall uncover any part or parts of the work or make openings in or through the same as



ANNEXURE B

the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager. If any such part or parts have been covered up or put out of view after compliance with the requirements and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through for the reinstating and making good shall be borne by the Contractor.

4. SITE RECORDS

4.1 Site Instruction Book

The Contractor shall provide a **site instruction book, in triplicate for the Project Manager to place all instructions** that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.

4.2 Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & numbers of workers on the site, material that has been delivered, material that has been loaded and disposed of, incidences that have occurred, nature of work to be done on that day, etc.

4.3 Programme & Planning of the work

The contractor shall provide to the Project Manager a detailed plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail workshop with minor disruptions as no delays must be allowed in this regard.

The programme must be agreed to (in the site instruction book) before any work will be allowed to commence. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

4.4 Handing over of site

No work will commence before the site has been officially handed over by the Project Manager by means of a written site hand over document and instruction in the Site Instruction Book.



ANNEXURE B

5. WATER SUPPLY

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet Freight Rail. The Contractor must supply all connections, hoses and applicable equipment where necessary.

6. ELECTRICITY SUPPLY

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the **Health and Safety Act**, (Act 85 of 1993) and SANS 10142. The Contractor must supply all leads and plugs as necessary.

7. ACCESS TO SITE

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits, 48 hours minimum notice is necessary for processing these permits. This includes changes to staff during the contract period. The contractor shall also provide each of his workers with a laminated identification card. On the front of the card must be the contract business name and a photo of the employee. On the back of the card the following local emergency numbers shall be printed Ambulance service, Fire department and Police. The employee shall not be allowed on site if he does not have his identification card with him.

8. MATERIALS FOUND ON SITE

The Contractor shall not use on the works any materials found on the site without the prior written consent of the Project Manager. No material that is lying on the site (other than that as specified in this document) or on Transnet Freight Rail's Property may be removed (even if deemed as scrap) by the contractor.

9. CLEARING OF SITE

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by this work only, throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.



ANNEXURE B

10. WORKING OUTSIDE NORMAL WORKING HOURS

Normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet Freight Rail will not unreasonably withhold permission; however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

11. ESCALATION

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

12. RETENTION

To protect Transnet Freight Rail in case of any defective work, Transnet Freight Rail reserves the right to retain up to ten (10) percent of the value of the contract, for a period of six (6) months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

13. SAFETY PRECAUTIONS

13.1 Safety

The Contractor shall submit a Health and Safety Plan to cover this Project before any site will be handed over for approval. This will also cover the standard risk and Safety Plan for this project.

The Contractor will however also be responsible to do a Risk Assessment and if there is any risk that is not covered under the general Risk Assessment that is included in the Health and Safety plan the Risk Assessment will be included in the Health and Safety Plan.

The Contractor must have first aid box on site. The first aid box shall be stocked with the equipment as per general safety regulation and the location of the first aid box will be indicated with appropriate signage.

The Contractor and all his employees shall attend a Safety Induction session on safety before commencement of the project. The contractor and his employees shall certify the register that they attended the Safety Induction session and only workers who have attended the session will be allowed to work on the site.

13.2 Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993).



ANNEXURE B

13.3 Environment

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

14. STORAGE AND SAFE KEEPING

The Contractor will provide his own portable store facilities, the store appearance shall be subject to the approval of the Project Manager. The agreed location of the store will be indicated to the contractor by the Project Manager.

The contractor is responsible for the safe keeping of all his material and equipment on site.

15. REGULATIONS

In so far as they can be applied and where they are not inconsistent with the terms of the Project Specifications, the following **SANS Regulations** shall be regarded as being embodied in the Project Specification. These regulations must to be obtained by the contenders.

- | | |
|---------------------------------|------------------------------|
| ◆ National Building Regulations | SANS 10400 – 11990 |
| ◆ General Structural | SANS 1200 All Section – 1982 |
| ◆ Electrical Code of Practice | SANS 10142 |
| ◆ The Construction Regulations | GN 1010 (Act 85) |

16. TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager.

17. SITE MEETINGS

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet Freight Rail representatives.



ANNEXURE B

18. SETTING OUT OF THE WORKS

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification, the drawings and the design.

19. KEEP SITE TIDY

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

20. SUB-CONTRACTOR

The Contractor shall not assign his obligations under the contract, nor sublet the contract work. Where specialized work or part thereof is required the contractor can use a subcontractor with the consent of the Transnet Freight Rail Project Manager.

21. ADDITIONAL WORK

No work will be recognized for additional payment unless it has been arranged with the Project Manager.

22. MEASURE OF WORK

Contractor to check all measurements provided on work and price list before submitting quote per project. The list provided by Transnet is only a guide, contractor to inform project manager of any discrepancies in measurements and quantities before submitting quote for Project. Contractor is also responsible to do all measuring work for material needed.

23. SUPERVISION

The Transnet Property Technical Manager will delegate a responsible person (Project manager) to take control of the supervision and management of the contract. The contractor shall only respond to these incumbents that have been appointed in writing, any instruction that is not given via the delegated managers will be null and void.

24. HIRE EQUIPMENT

If necessary to hire abnormal equipment to do any work, the payment for the hire equipment shall be market related priced. The approval of the Transnet Project manager is required before such equipment is hired.



ANNEXURE B

25. OCCUPYING OF BUILDINGS

When the buildings are occupied during renovations by Transnet Freight Rail staff, the Project Manager, Contractor and the Manager of the Transnet staff using the building will discuss and agree, on site, the maintenance plan for the building and on how to accommodate the staff during the project.

26. PRODUCTS & TRADE NAMES

- 26.1** Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular or similar product. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from the Project Manager, use an alternative product or design.
- 26.2** Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

27. PRELIMINARY AND GENERAL (P & G)

The P & G shall be as per General & Special Conditions and will include all costs not directly related to the execution of the work as stated. All items not specifically mentioned in the Annexure B must form part of P & G's

28. SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations 2A **"INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.** Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

ANNEXURE A
RFP: BLE/10110

**BEAUFORT WEST – SPECIFICATION FOR 2,2M HIGH X 120MM THICK PRESTRESSED
CONCRETE HOLLOWCORE SECURITY WALL**

**1. SUPPLY AND ERECT 2,2M HIGH SECURITY WALL COMPRISING THE FOLLOWING
COMPONENTS**

- A. Vertical steel H-Sections (152 x 152 x 23kg/mt Universal Columns) 3,40m long positioned into 1000 x 1000 x 1000mm deep 25Mpa concrete bases at 6,060m centres along entire length of proposed security wall.
- B. Prestressed precast concrete 120mm thick wall slabs (1200mm high x 6000mm long) and approved, positioned vertically into slots of above steel H-Sections.

2. SCOPE OF WORK

- A. Excavations for concrete bases to be carried out at 6060mm centres along entire length of wall. Size of base to be 1000 x 1000 x 1000mm deep and soil at bottom of base to be well compacted.
- B. Steel H-Section (152mm x 152mm x 23kg Universal Columns) to be placed vertically into prepared excavated bases. (Suggestion – bottom of H-Section to rest on top of 50mm thick concrete paving slab to resist penetrating into the soil). H-Section to be positioned extending 2200mm above ground level and temporarily strutted/braced whilst concrete is poured into base.
- C. Cast 25Mpa concrete into bases and vibrate well to give required compaction. Top of concrete bases to be finished level at approximate heights 100mm below ground level.
- D. Where wall changes direction, a single steel H-Section may be used, but two vertical steel flanges of the same thickness 100mm wide must be welded to such H-Section at (extending 2400mm down from the top) the appropriate angle to house end of next precast concrete wall slabs.
- E. Slide precast concrete hollowcore wall slabs into slots in steel H-Section onto top of concrete bases, ensuring that slabs are level and flush with top of steel H-Sections. Smooth side of concrete wall slab to be placed against face of steel H-Section.
- F. Resulting 30mm gap between other side of concrete wall slab and steel H-Section to be grouted by walling contractor using 1:3 cement/sand mix.
- G. After erection of wall is complete, backfilling to be completed against wall slabs and over concrete bases.