

Transnet Freight Rail

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

**FOR THE PROVISION OF DRILLING OF BOREHOLES ALONG IRON ORE LINE AT LOOPS
8, 10, 14, & 18 FOR A PERIOD OF 4 MONTHS**

RFP NUMBER SAZ 10106
ISSUE DATE: UNTIL 24 OCTOBER 2013
CLOSING DATE: 29 OCTOBER 2013
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 90 days from Closing Date

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GEOSS HYDRAULIC REPORT IN CD FORMAT – TO BE ISSUED WITH RFP DOCUMENT

RFP APPENDICES:

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

"PREVIEW COPY ONLY"

LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
AC	Acquisition Council
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PPPFA	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
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
AT LOOPS 8, 10, 14 & 18 ON IRON ORE LINE
FOR A PERIOD OF 4 MONTHS**

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 Borehole drilling [**the Services**] to Transnet.

The RFP documents may be inspected at, and are obtainable from the office of the Secretariat, 6th Floor, Transnet Park Robert Sobukwe Road , Bellville on payment of an amount of R200,00 [inclusive of VAT] per set. Payment is to be made as follows:

Bank:	Standard Bank
Account Number:	002 0315 8598
Branch:	Braamfontein
Branch code:	004805
Account Name:	Transnet Freight Rail
Reference:	SAZ 10106

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 09:00 and 14:00 from 14 October 2013 until 24 October 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 BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [*Communication*] below:

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:	SAZ 10106
Description	PROVISION OF DRILLING OF BOREHOLES LOOPS 8 10 14 & 18
Closing date and time:	29 OCTOBER 2013
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, ROBERT SOBUKWE Road, Bellville, and should be addressed as follows:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX
ROBERT SOBUKWE ROAD
BELLVILLE 7535

- a) The measurements of the "tender slot" are 400mm 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 and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
6TH FLOOR
TRANSNET PARK
ROBERT SOBUKWE ROAD
BELLVILLE

- 4.3 Please note that this RFP closes punctually at **10:00 on Tuesday 29 OCTOBER 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:

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**];
or
- b) 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:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
- Rating level based on all seven elements of the B-BBEE scorecard
- b) **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
- c) **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.

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**.*

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

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 **09:00 on 24 October 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 email: Carolswan@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 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 [Closing Date];
- 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**

"PREVIEW COPY ONLY"

**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
AT LOOPS 8, 10, 14 & 18 ON IRON ORE LINE
FOR A PERIOD OF 4 MONTHS**

Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet has to transport water to various sites along the Saldanha – Sishen railway line. Transnet requires bidders to drill boreholes on the iron ore line at loops 8, 10, 14 and 18 to locate drinking water.

2 EXECUTIVE OVERVIEW

Transnet Freight Rails requires bidders to submit quotes for the drilling of boreholes to locate drinking water at Loops 8, 10, 14 and 18 on the Iron Ore line Saldanha to Sishen. The present arrangements to provide water to these loops are expensive and not sustainable.

3 SCOPE OF REQUIREMENTS

This specification covers the execution of conventional and /or wire line winch drilling methods, to obtain useable drinking water at the following; Loops 8,10,14,&18.It is envisaged that we drill the following number of production boreholes namely:

Loop 8	1 production borehole
Loop 10	2 production boreholes
Loop 14	2 production boreholes
Loop 18	2 production boreholes

3.1 SUPPORTING SPECIFICATIONS

The following specifications will form part of the contract document:

- i) SABS 10299 part 0-9
- ii) GEOSS: Hydrological report on possible borehole drilling locations at loops 8, 10, 14 and 18

3.2 DEFINITIONS

The following definitions shall apply: (SANS 10299-0-2003 part 0)

- **bentonite** - sealing agent in the form of a colloidal clay used to form an impermeable seal where this is required as part of a borehole construction

- **borehole log** –Record of geological strata penetrated, drilling progress, depth, water level, sample recovery, volumes and types of materials used and other significant information regarding the drilling and construction of a borehole
- **water borehole** – any borehole drilled or excavated for the purpose of groundwater monitoring, exploration or abstraction
- **contractor** – any person contracted by means of a signed contract with the owner, to drill a borehole or install the equipment as applicable, who could be the competent person or the company employing the competent person.
- **Drill** – machine or piece of equipment designed to penetrate (cut/grind) earth or rock formation or both
- **Drilling additive** – water or air based fluid used in the drilling of a borehole to remove cuttings from the borehole, to clean and cool the bit, to avoid collapse of borehole, to reduce friction between the borehole wall and drill stem and to seal the borehole
- **Competent person** - person qualified in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), with special reference in part to “competent person” where it refers to one year’s experience, regarding the use and operation of machinery. In the context of this document, the above mentioned reference is made for the purpose of “drilling operations”
- **Professional person** – person suitably qualified and registered with the South African Council for Natural Scientific Professions (SANCASP) as defined in the natural Scientific Professions Act (106 of 1993)
- **Specialist** – person who has scientific knowledge of water borehole siting
- **Acceptable** – acceptable to the owner, professional person, competent person or specialist
- **Gravel packing** – sand or gravel that is smooth, uniform, clean, well rounded and siliceous, it is placed in the annulus as a filter to prevent the entry of formation material into the borehole
- **Formation stabilizer** - similar to gravel packing, but is normally used to stabilize fractured, loose and /or unstable semi consolidated or consolidated strata
- **Siting** – process of applying agreed methods in selecting the optimal position of a water borehole
- **Project Manager** – is the Transnet representative appointed to manage the contract for time and payments i.e. all binding instructions
- **Technical supervisor** – to assist the project manager for quality and safety issues
- **Discharge rate** – volume of water per unit of time abstracted from a borehole
- **Draw down**- difference between static water level and the lowered water level at any point in the aquifer from which water is being abstracted

3.3 LEAVING THE SITE

At the completion of drilling at each site, the Contractor will leave the drill site neat and tidy to the satisfaction of the Project manager, and the boreholes capped, locked and supply the geographical co-ordinates of production boreholes.

3.4 NATURE OF CONTRACT

This specification is for a schedule of quantities contract for drilling of boreholes. The contractor shall be an expert in drilling techniques and is expected to organise and carry out the work specified hereunder in an expert manner. The Contractor shall provide all labour, transport, accommodation, plant, tools, and materials and shall perform all work necessary to satisfactorily drill the said water boreholes.

3.4.1 GEOSS: Hydrological report on possible borehole drilling locations at loop 8,10,14 and 18 is attached and will be seen as part of the documents so that the all tenderers can familiarize themselves with the locations and local conditions for the drilling.

3.5 DRILLING EQUIPMENT

3.5.1 GENERAL

The Contractor shall specify in the Schedule of Plant Equipment the type of plant to be used and the method of drilling. The drills capacity shall be sufficient to cope with the work within the contract time. It shall be kept at all times in full working order and good repair. If the consultant considers that the plant in use on the site of the work is in any way inefficient or inadequate in capacity, he shall have the right to call upon the Contractor to put such equipment in order within seven (7) days, or alternatively, to remove such plant and replace it with additional plant or equipment which he considers necessary to meet the requirements of the contract. No extra payment shall be made for Contractors plant, labour or equipment to complete the work specified, nor for any incidentals thereto, the cost being deemed, to be included in the contractor's prices.

3.5.2 DRILLING RIG

The drilling of holes for water shall be executed with suitable rotary drilling equipment of the type which will permit full core recovery. Each drilling rig used on this contract by the Contractor shall be in the charge of a competent drilling supervisor, who shall be capable of completing the daily drilling records and be experienced in drilling in the types of formation expected on the site. The drilling rig shall be maintained by the contractor in an efficient working order at all times. The drilling rig and ancillary equipment shall not leak fuel, oil or any fluid, nor have any negative effect on the environment local to the drill site.

3.5.3 DRILLING ADDITIVES

(SANS 10299-0-2003 part 2, clause 5.2.2)

Drilling additives shall:

- a) be non – toxic and biodegradable; and
- b) not contaminate the aquifer or affect its water quality

3.6 MEASUREMENT

At the commencement of drilling each borehole, the consultant shall instruct the Contractor the depth to which the hole is to be drilled, measured from the level from which drilling is to commence. The consultant, however, reserves the right to vary the required depth of the hole at any stage during the drilling of that hole. To prevent undue delays,

the Contractor shall give the consultant reasonable notice when he anticipates that the required depth will be reached in any particular hole, but in any case, no drilling rig shall be dismantled and moved away from any particular hole on reaching the required depth until the Contractor is notified by the consultant that the drilling rig may be moved. The consultant may order the re-establishment of any drilling rig moved away without his authority, and such work shall then be carried out at the Contractors expense and no further payment for setting up the drilling rig will be made. Authority to move a rig on completion of drilling shall not be withheld unreasonably. Delay of authority, to move the drilling rig after drilling has been completed at a hole, exceeding a day (24 hours), shall entitle the contractor to "Standing Time".

3.7 AFTER DRILLING

The minimum borehole size will be such that a casing with an internal diameter of 150mm can be easily inserted. Should the use of drilling mud or fluid be needed as a result of the nature of the material through which drilling is being done, the consultant may approve of, or require that such be used, as specified. If the drilling equipment should become stuck or lodged in a hole, or if, for any other reason, further drilling is not possible in that hole, the Contractor must immediately notify the consultant and the consultant will then decide if:

- i) The hole is drilled deep enough to be avertible, in which case payment for drilling to that depth will be made
- ii) The depth drilled is insufficient, and that a new borehole shall have to be drilled, in which case no payment will be made for the unsatisfactory hole; unless;
- iii) The stoppage is due to unforeseen subsil or geological conditions, in which payment will be made for both the abandoned hole and the new hole.

3.8 TOLERANCES

SANS 10299-0-2003 (part 2, clauses 9.1 and 9.2)

The following tolerances shall be applicable:

- i) Plan within 50mm of the indicated location
- ii) Depth – 1,0cm.
- iii) Verticality. The centre of the hole shall be within 1/200 of the depth drilled at each location.

3.9 DATA RECORDING

The Contractor shall provide the following reports to the Project Manager or Technical Supervisor:

- i) **Strata Log**
A record of all strata encountered and the depths at which strata changes were encountered (supplied on completion of each borehole).
- ii) **Penetration Log**
An accurate record of the rate of progress with every core run through all strata (supplied on completion of each borehole).
- iii) **Daily Report**
A record of time spent on all activities on a daily basis.

3.10 CASING

3.10.1 Selection of casing

Bore casings shall be selected to withstand the conditions present within the borehole, i.e. the pressure exerted on the casing by the geological formations and the corrosive nature of the surrounding geological formations and water, the type of aquifer and the intended pump installation. Steel casings shall have a minimum wall thickness of 3 mm and plastic casings shall have a minimum wall thickness of 6 mm

3.10.2 Casing joints

The strength of the jointing shall not be less than 50 % of the mechanical strength of the parent material. The jointing shall be capable of supporting the entire weight of the casing string during installation

3.10.3 Casing screwed threads

3.10.3.1 Plastic casing

(Unplasticised polyvinyl chloride (PVC-u) and polypropylene) shall be threaded in accordance with ASTM F480 or BS 879-2. Slovent welded socket joints shall not be used.

3.3.10.2 Steel casing

Should, be welded. However, screwed joints of a type deemed acceptable to the competent or professional person could be used. Where a joint requires a connection of two different standards of thread an adaptor should be prefabricated and interconnected in the joint. A socket connection for the jointing of casings is also possible.

3.11 CASING INSTALLATION

3.11.1 General

3.11.2 A casing should be installed and grouted across the entire thickness of overburden material on bedrock and should extend at least 3 m into hard/fresh bedrock to prevent contamination during and after drilling operations and should be done as specified in 13.11.4 to 13.11.7)

3.11.3 A final decision in this regard (**see 13.11.2**) shall rest with the competent person or, when required, the professional person.

3.11.4 Construction casing (temporary casing)

Temporary casing shall be installed in the borehole when drilling under conditions where the possible collapse of loose, broken or weathered formations exist

3.11.5 Intermediate casing

I intermediate casing shall be installed when necessary to support any broken or fractured zones within the borehole at any depth and when it is intended to reduce the hole size. The minimum wall thickness shall be as for production casings. An intermediate casing may be grouted to seal out a contaminated water strike.

3.11.6 Production casing

Production casing shall be installed when it is necessary to prevent the collapse of broken, fractured or weathered formations, or when the use of a well screen or screens is indicated

3.11.7 Plastic casing

Plastic casing (PVC-u) and polypropylene) shall, when required by the competent person, be installed and

lowered into the borehole under its own weight. Under no circumstances shall the weight of the drilling rig be used to force the casing string into the borehole

3.12 WELL SCREENS

3.12.1 General

Well screens shall be fitted in boreholes constructed in unconsolidated or highly fractured or weathered aquifers or where the ingress of aquifer material needs to be controlled.

3.12.2 Design

3.12.3 Screen open area

The open area of such screening devices should be sufficient to allow the required flow of water to enter at a nominal safe velocity

3.12.4 Screen aperture (opening)

Screen aperture should be selected to meet the requirements of the gradation of the sediment or the size of the filter pack to be used and may be one of the following:

- a) Gravel pack
- b) Formation stabilizer; or
- c) Both

3.12.5 Types of screens

Depending on the aquifer type one or a combination of the following types of well screens shall be used:

- a) slotted steel casing
- b) preformed thermoplastic screens
- c) wedge wire screens; and
- d) precast gravel pack.

3.12.6 Bottom screen or casing sealing

Where a casing or screen is installed and the conditions are such that the possibility exist for material to enter at the bottom of the casing or screen, the casing shall be at the bottom of the casing or screen, the casing shall be sealed, for example, by a cement plug installed through a tremie pipe or welded or bolted end – cap

3.13 COMPLETED DEPTH OF A BOREHOLE

The completed depth of a borehole shall include a sump of at least 3 m

3.14 DEVELOPMENT

Development of the borehole, if required shall be done by the competent person. Development might include activities such as flushing, hydro – jetting or surging.

3.15 WELL HEAD COMPLETION

On completion of the drilling and construction of the borehole, the competent person shall fit a

- b) Fuel Unit Kl / km
- c) Casing Unit 100m / km

3.17.6 Completion of borehole head works per each

The cost, **paid per each** shall include for the casting concrete blocks, capping, locks and nameplates on completion.

3.17.7 Day works

The following items described in this specification shall be **paid on an hourly** basis provided that all times are approved by the consultant or Project Manager at the time of execution.

- i) Cleaning borehole (air flushing holes drilled with DTHH)
- ii) Borehole development(Air lifting, jetting, surging)
- iii) Standing time

- iv) Acidization/Disinfection – will be **paid per metre**

3.17.8 Casing to be supplied and installed

The following items described in this specification shall be **paid per metre** Basis provided that they are approved by the consultant or Project Manager at the time of execution.

- a) Material: Steel
- : Plastic
- b) Type: Plain Perforated
- c) casing installation/removal

3.17.9 Gravel packing supply and installation

The following item described in this specification shall be **paid on per metre** basis provided that they are approved by the consultant or Project Manager at the time of execution.

3.17.10 Water sample analysis testing

SANS 241:2006 standard to be used for testing water quality

This test will be done on all water found after drilling has been successfully completed so as to establish the suitability of the supply and will be **paid per each**.

3.17.11 Yield test

The following item described in this specification shall be **paid per hour** basis provided that they are approved by the consultant or Project Manager at the time of execution.

3.17.12 Drilling aids

The following item described in this specification shall be **paid per metre** basis provided that they are approved by the consultant or Project Manager at the time of execution.

- a) Foam

- b) Drilling Fluids
- c) Drilling muds

a, b & c to be confirmed by drillers log and Transnet supervisor on site

3.17.13 Drilling charges

The following item described in this specification shall be paid on **per metre** basis provided that they are approved by the consultant or Project Manager at the time of execution

- a) Highly abrasive rocks (Quartzite/chert/sandstone etc.)
- b) Unconsolidated formations(Loose sand/gravel/boulders)

Both a) & b) to be confirmed by formation samples, drillers log and Transnet supervisor on site.

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. *Please submit details of your entity’s policies in this regard.*

5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

6 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:

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

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

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

6.8 Beneficiary details:

Name [*Account holder*] _____
 Bank [*Name and branch code*] _____
 Swift code _____
 Country _____

6.9 _____ [*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].

7 SERVICE LEVELS

- 7.5 An experienced national 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.
- 7.6 Transnet will have quarterly reviews with the Service Provider’s account representative on an on-going basis.
- 7.7 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.
- 7.8 The Service Provider must provide a telephone number for customer service calls.
- 7.9 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	
-----	--	----	--

8 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:

8.5 Quality of Services delivered:

8.6 Continuity of the provision of Services:

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

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9 REFERENCES

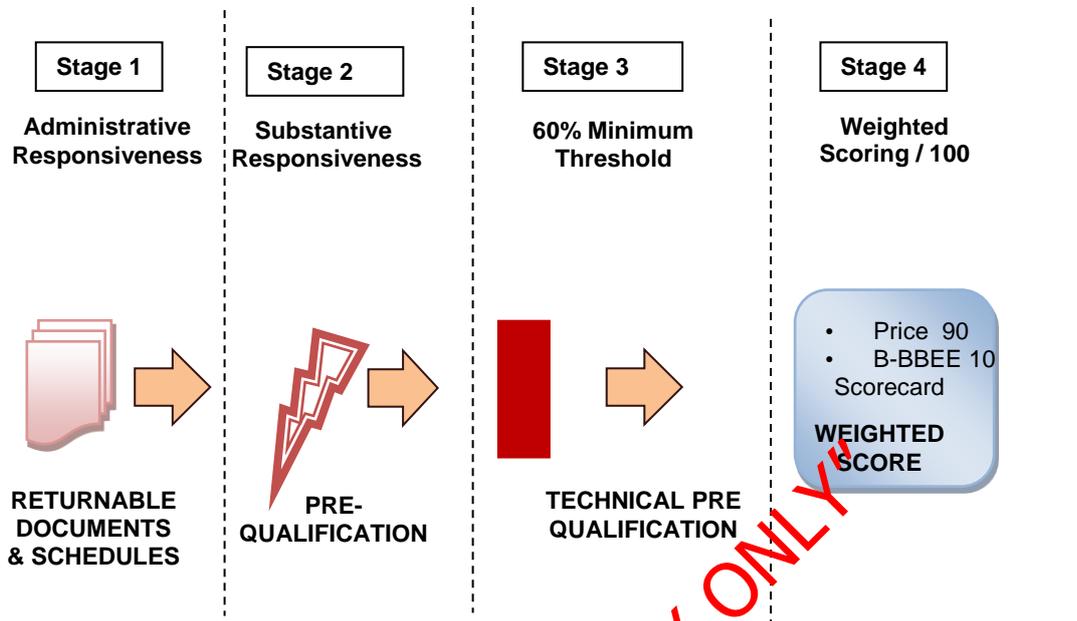
Please indicate below a minimum of 3 company's names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

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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:



10.5 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 4</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 4, page 33 and 34</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

10.6 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
<ul style="list-style-type: none"> Whether any pre-qualification criteria set by Transnet, have been met 	<i>Section 1 paragraphs 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>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 3</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>

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

10.7 STAGE THREE Test Minimum Threshold 60% for Technical Criteria (Pre-qualification)

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

Technical Pre-Qualification Criteria	% Weightings
<ul style="list-style-type: none"> Registration with the Borehole Association of South Africa 	40
<ul style="list-style-type: none"> Risk / Safety Plan 	10
<ul style="list-style-type: none"> Technical capacity and Resources 	25
<ul style="list-style-type: none"> Technical Experience ex CV 	25
Total Weighting:	100%
Minimum qualifying score required:	60

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

10.8 STAGE FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 3</i>

- 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

10.9 SUMMARY: Pre-Qualification Threshold and Final Evaluated Weightings

Pre-Qualification Criteria	Minimum Threshold [%]
Technical / functionality	60

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).

**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
AT LOOPS 8, 10, 14 & 18 ON IRON ORE LINE
FOR A PERIOD OF 4 MONTHS**

Section 3 : PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

**BOREHOLE DRILLING TO LOCATE DRINKING WATER AT LOOP 8, 10, 14 AND 18 IN SALDANHA
SISHEN IRON ORE LINE.**

SCHEDULE OF QUANTITIES AND PRICES

SECTION 1: DRILLING

NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		P&G	SUM			
2	3.17.1	Mobilization and Demobilization per Loop	SUM			
		Loop 8	SUM			
		Loop 10	SUM			
		Loop 14	SUM			
		Loop 18	SUM			
3	3.17.3	Set and removal of drilling rig at hole position	EA	8		
4		Free haul distance will be a radius of 10 Km from the loop in question				
5	3.17.2	Clear site at each drill location, grubbing, remove bushes, stones, boulders etc.	M ²	60		
6	3.17.13	Drilling charge for 0-150m 152mm dia (= 6 inch) per 165mm dia (=6.5inch) per 203mm dia (=8inch) per 254mmdia(=10inch) per	M M M M	1400 300 150 150		
7	3.17.13	Surcharge for Quartzite/chert/sandstone (Highly abrasive rocks) per	M	150		
8	3.17.13	Surcharge for unconsolidated formations (loose sand/gravel/boulders) per	M	1000		

		Note: For 6 & 7 (to be confirmed by Formation Samples & drillers logs)				
9	3.17.12	Surcharge for drilling aids: - Foam per	M	150		
		- drilling Fluids/Muds per	M	150		
10	3.17.8	Material: Steel Casing to be supplied:...150mm (id) per Casing to be supplied: ...204mm (id) per Casing to be supplied:...254mm(id) per Casing to be supplied:...304mm(id) per All Steel casings to have min. of 4mm wall thickness	M M M M	200 100 80 70		
		Plastic				
		Type: Plain per	M	1200		
		Perforated per	M	280		
11	3.17.8	Casing installation/removal all sizes per	M	600		
12	3.17.9	Gravel packing supply & installation	M	1000		
13	3.17.4	Cementing of casing/borehole	M	250		
14	3.17.7	Air flushing(holes drilled with DTH)	M	1200		
15	3.17.7	Development(Air lifting, Jetting, Surging)	M	300		
16	3.17.7	Acidization/Disinfection	M	300		
17	3.17.10	Water quality test SANS 241	EA	8		
18	3.17.11	Yield test(min 8 hrs. for domestic use)	EA	4		
19	3.17.6	Completion of borehole headwork's	EA	8		
20	3.17.4	Backfill and sealing of hole	EA	8		
21	3.17.5	Over haul (outside the free haul distance see item no 3)				
		a) Fuel per	KM			
		b) Water supply (if not supplied) per	KM			
		c) Casing per	KM			
22		Standing time charges	Hr.	8		
		Due to extreme bad weather	Hr.	8		

	Waiting for access to Transnet land	Hr.	8		
	Waiting for cables to be located before drilling can start	Hr.	8		
TOTAL AS CALCULATED					
AS TENDERED					

SECTION 2: DAYWORK

Item No.	Description	Unit	Quantity	Rate	Total
1.	DAYWORK RATES				
	Section 1				
1.1	Labour				
1.1.1	Driller	Hr.	8		
1.1.2	Labourer	Hr.	8		
1.1.3	Supervisor	Hr.	8		
1.2	Plant & Equipment				
1.2.1	LDV (with driver)	Hr.	8		
1.2.2	Truck – 10 ton	Hr.	8		
1.2.3	Drilling Rig	Hr.	8		
1.2.4	Water pump (diameter 100mm)	Hr.	8		
1.2.5	Compressor	Hr.	8		
1.2.6	Welding machine	Hr.	8		
TOTAL CARRIED FORWARD					
	P&G	ITEM	1		
TOTAL AS CALCULATED					
TOTAL AS TENDERED					

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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.

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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 90 [ninety] 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. In this regard Respondents are required to complete and return a signed copy of the Non-Disclosure Agreement appended hereto. 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 3 : Pricing and Delivery Schedule	
SECTION 15: Certificate of acquaintance with specifications	
Detailed Risk and Safety Plan	
Qualifications CV’s of Technicians and Drillers / Artisans and years of experience	

- 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 5 : Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
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	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

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 _____

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SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
AT LOOPS 8, 10, 14 & 18 ON IRON ORE LINE
FOR A PERIOD OF 4 MONTHS**

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*]

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

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**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
AT LOOPS 8, 10, 14 & 18 ON IRON ORE LINE
FOR A PERIOD OF 4 MONTHS**

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

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**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
AT LOOPS 8, 10, 14 & 18 ON IRON ORE LINE
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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;
 - d) the intention or decision to submit or not to submit, a Bid;

Respondent's Signature

Date & Company Stamp

- 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 DRILLING OF BOREHOLES FOR WATER
AT LOOPS 8, 10, 14 & 18 ON IRON ORE LINE
FOR A PERIOD OF 4 MONTHS**

**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.

"PREVIEW COPY ONLY"

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
AT LOOPS 8, 10, 14 & 18 ON IRON ORE LINE
FOR A PERIOD OF 4 MONTHS**

**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.*

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**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
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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:	

"PREVIEW COPY ONLY"

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.**

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**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
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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.

"PREVIEW COPY ONLY"

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
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Section 12 : RFP CLARIFICATION REQUEST FORM

RFP No: SAZ 10106

RFP deadline for questions / RFP Clarifications: Before 09:00 on 24 October 2013

TO: Transnet SOC Ltd
ATTENTION: The Secretariat, Acquisition Council
EMAIL: Carol.swan@transnet.net
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
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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 [**PPPFA**];
- 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.

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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 be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

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.....

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BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:

.....

COMPANY NAME:

ADDRESS:.....

.....

.....

**RFP FOR THE DRILLING OF BOREHOLES FOR WATER
AT LOOPS 8, 10, 14 & 18 ON IRON ORE LINE
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Section 15 : CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS

I/We

_____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Specifications 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 provisions of the Specifications 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 Specifications as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

"PREVIEW COPY ONLY"