

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]**

**[GOODS]**

**FOR THE SUPPLY OF EATHWORK MATERIALS NATIONALLY FOR A PERIOD OF 2 YEARS ON AN  
"AS AND WHEN" REQUIRED BASIS**

**RFP NUMBER** TPG CON 0077/2014  
**ISSUE DATE:** 30 / 09/2014  
**CLOSING DATE:** 21 /10/ 2014  
**CLOSING TIME:** 12:00  
**BID VALIDITY PERIOD:** 100 days from Closing Date

## SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1 : NOTICE TO BIDDERS .....	5
1 INVITATION TO BID .....	5
2 FORMAL BRIEFING .....	5
3 PROPOSAL SUBMISSION .....	6
4 DELIVERY INSTRUCTIONS FOR RFP .....	6
5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS .....	7
6 COMMUNICATION .....	10
7 INSTRUCTIONS FOR COMPLETING THE RFP .....	10
8 COMPLIANCE .....	11
9 DISCLAIMERS .....	11
10 LEGAL REVIEW .....	12
SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS .....	13
1 BACKGROUND .....	13
2 EXECUTIVE OVERVIEW .....	13
3 SCOPE OF REQUIREMENTS .....	14
4 GREEN ECONOMY / CARBON FOOTPRINT .....	16
5 GENERAL SUPPLIER OBLIGATIONS .....	16
6 "AS AND WHEN REQUIRED" CONTRACTS .....	17
7 RETURN OF SURPLUS GOODS .....	17
8 MANUFACTURERS .....	18
9 INSPECTION DETAILS .....	18
10 IMPORTED CONTENT .....	18
11 EXCHANGE AND REMITTANCE .....	19
12 EXPORT CREDIT AGENCY SUPPORTED FINANCE .....	19
13 NATIONAL RAILWAY SAFETY REGULATOR ACT .....	20
14 SERVICE LEVELS .....	20
15 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES .....	20
16 RISK .....	21
17 REFERENCES .....	22
18 FINANCIAL STABILITY .....	22
19 EVALUATION METHODOLOGY .....	22
SECTION 3 : PRICING AND DELIVERY SCHEDULE .....	28
SECTION 4 : PROPOSAL FORM .....	31
SECTION 5 : VENDOR APPLICATION FORM .....	37
SECTION 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS .....	39
SECTION 7 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS .....	40
SECTION 8 : CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS - GOODS .....	42
SECTION 9 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS TO TRANSNET .....	43
SECTION 10 : RFP DECLARATION FORM .....	44
SECTION 11 : BREACH OF LAW FORM .....	46

SECTION 12 : RFP CLARIFICATION REQUEST FORM .....	47
SECTION 13 : SUPPLIER INTEGRITY PACT .....	48
SECTION 14 : B-BBEE PREFERENCE POINTS CLAIM FORM .....	49
SECTION 15 : CERTIFICATE OF ATTENDANCE OF RFP BRIEFING .....	54
SECTION 16 : CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS AND DRAWINGS .....	55
SECTION 17 : CERTIFICATE OF ACQUAINTANCE WITH NON DISCLOSURE AGREEMENT .....	56
SECTION 18: SUPPLIER DEVELOPMENT INITIATIVES .....	57
SECTION 19 : DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS .....	61
SECTION 20 : B-BBEE IMPROVEMENT PLAN .....	62

ANNEXURE A TECHNICAL SUBMISSION / QUESTIONNAIRE

ANNEXURE B SUPPLIER DEVELOPMENT VALUE SUMMARY

ANNEXURE C SUPPLIER DEVELOPMENT PLAN

ANNEXURE D B-BBEE IMPROVEMENT PLAN

ANNEXURE E TECHNICAL SPECIFICATIONS

#### **RFP APPENDICES:**

APPENDIX (i) GENERAL BID CONDITIONS

APPENDIX (ii) TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS TO TRANSNET

APPENDIX (iii) SPECIFICATIONS AND DRAWINGS

APPENDIX (iv) SUPPLIER DEVELOPMENT GUIDELINE DOCUMENT

APPENDIX (v) NON DISCLOSURE AGREEMENT

**LIST OF ACRONYMS**

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional 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 SUPPLY OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 1: NOTICE TO BIDDERS**

**1 INVITATION TO BID**

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**].

<b>DESCRIPTION</b>	EATHWORK Materials [ <b>the Goods</b> ]
<b>BID FEE AND BANKING DETAILS</b>	<p>R500.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Bank: Standard Bank</p> <p>Account Number: 420673016</p> <p>Branch code: 012442</p> <p>Account Name: Transnet Freight Rail</p> <p>Reference: TPG CON 0077/2014</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>The office of the Secretariat,</p> <p>TFR-RME</p> <p>CNR Jet Park &amp; North Reef Roads</p> <p>Elandsfontein</p>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	<p>Between 09:00 and 15:00 from 30/09/ 2014 until 09/10/2014.</p> <p>Note: Payment must be effected prior to the deadline for collection. Pursuant to this requirement, 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.</p>
<b>COMPULSORY BRIEFING SESSION</b>	Yes Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<p><b>12:00 on Tuesday 21/10/2014</b> Bidders must ensure that bids are delivered timeously to the correct address.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

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

**2 FORMAL BRIEFING**

A compulsory pre-proposal RFP briefing will be conducted at Transnet Freight Rail- RME, Cnr Jet Park and North Reef Roads, Elandsfontein on the **09/10/2014**, at 10am for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 A Certificate of Attendance set out in Section 15 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** RFP briefing.
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
- 2.4 PROPOSAL SUBMISSION

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Freight Rail – RME Local Acquisition Council  
 RFP No: TPG CON 0077/2014  
 Description: SUPPLY OF EATHWORK MATERIALS NATIONALLY FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS

Closing date and time: 21/10/2014 AT 12PM  
 Closing address: [Refer to options in paragraph 4 below]

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

### 3 DELIVERY INSTRUCTIONS FOR RFP

#### 3.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at the main reception of the Office Block, corner Jet Park and North Reef roads, Elandsfontein and must be addressed as follows:

THE SECRETARIAT  
 TRANSNET LOCAL ACQUISITION COUNCIL  
 TFR-RME  
 TENDER BOX  
 CNR JET PARK AND NORTH REEF ROADS  
 ELANDSFONTEIN

- 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 2.3 above.

#### 3.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Freight Rail- RME Local Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT  
 TRANSNET LOCAL ACQUISITION COUNCIL  
 TFR-RME  
 TENDER BOX  
 CNR JET PARK AND NORTH REEF ROADS

## ELANDSFONTEIN

- 3.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 3.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 3.5 The responses to this RFP will be opened as soon as possible after the closing date and time.
- 3.6 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.
- 3.7 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

#### 4 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

Transnet fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment 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.

##### 4.1 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 that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled. Similarly, 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 must be cancelled.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may



elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Section 14 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

#### 4.2 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must 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.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 14 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

#### 4.3 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

<sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.



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 percent] of the value of the contract to an entity/entities that do 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 percent] 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.

In terms of Section 14 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

#### 4.4 **B-BBEE Improvement Plan**

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 3.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure D appended** hereto. [Refer to Section 20 and Annexure D for further instructions]

#### 4.5 **Supplier Development Initiatives**

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's economic policies through its facilitation of Supplier Development [SD] initiatives. Hence Respondents are required to submit their commitments with regard to Supplier Development Initiatives over the duration of this contract.

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than 10% [ten percent] of the contract value.

*All Respondents must refer to Section 18 for instructions and complete Section 19 [Declaration of Supplier Development Commitments] as this is a mandatory returnable document. In addition,*

*Respondents are required to submit a Supplier Development Plan and SD Value Summary, **Annexure B and C** as these are required as essential returnable documents.*

*Note: Should a JV be envisaged the principal Respondent is required to submit the required responses as indicated above.*

**The commitments made by the successful Respondents will be incorporated as a term of the contract and monitored for compliance.**

## **5 COMMUNICATION**

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Mncedisi Nkumane before **12:00 on 17/10/2014**, 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.
- 5.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Freight Rail Local Acquisition Council, at telephone number 011 878 7045, email [tlalane.mokiba@transnet.net](mailto:tlalane.mokiba@transnet.net) on any matter relating to its RFP Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.

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

## **6 INSTRUCTIONS FOR COMPLETING THE RFP**

- 6.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 6.2 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.
- 6.3 Both sets of documents are to be submitted to the address specified in paragraph 3 above.
- 6.4 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 6.5 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.
- 6.6 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.

## 7 COMPLIANCE

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

## 8 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:

- 8.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 8.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 8.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 8.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 8.5 reject all Proposals, if it so decides;
- 8.6 withdraw the RFP on good cause shown;
- 8.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 8.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 8.9 split the award of the contract between more than one Supplier; or  
make no award of a contract.
- 8.10 disqualify proposal submitted without a mining licence or memorandum of understanding if Quarry is not owned by the Bidder

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been found guilty 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 declare such serious breach of law during the past 5 [five] years in Section 11 [Breach of Law].

Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFP process.

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.

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

Transnet reserves the right to lower the threshold for Technical by if no Bidders pass the predetermined minimum threshold in respect of Technical. 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.

**9 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**

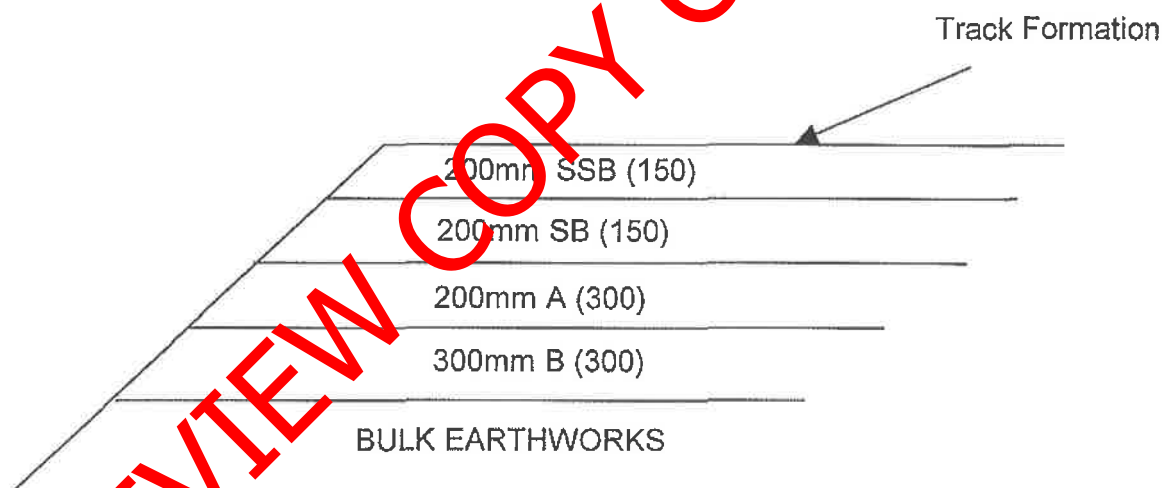
**"PREVIEW COPY ONLY"**

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

**1 BACKGROUND**

Transnet Freight Rail- RME is mandated to maintain, rehabilitate and build Transnet's infrastructure most particularly the rail infrastructure. This entails doing formation repairs, layer works, service roads and emergency line repairs. A typical rail line structural layer comprises the following layers i.e. Bulk earthworks which is rock SB material (G7- G4) and SSB material (G5 - G1) as depicted below:



The prominence of Sub base materials in the rail line makes it a critical commodity to Transnet. The vastness of the rail infrastructure makes it imperative that Transnet secures sources of supply nationally to ensure close proximity to sites. It is for this reason that Transnet intends putting in place Framework agreements with Quarries nationally. Quarries in the framework nearest to a particular site will be invited to price specific requirements as and when a need for Sub base material exists from time to time.

All participants in the framework should provide proof that they have access to a legally operated Quarry by submitting a valid mining licence.

Bidders not owning Quarries must have entered into Memorandum of Understanding with Quarries where material will be sourced.

**2 EXECUTIVE OVERVIEW**

Whereas Transnet is seeking a partner(s) to supply Sub base materials nationally, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- 2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a global basis.

### 3 SCOPE OF REQUIREMENTS

Transnet estimates that the following quantities will be required nationally:

No.	Material Number	Material Description	Est. Volumes (Tons)
	30002533	STONE CRUSHD;BASE,21 MM,GRD G1 TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	33266
	30002534	STONE CRUSHD;BASE,37 MM,GRD G2 TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	81986
	30002535	STONE CRUSHD;BASE,37 MM,GRD G3 TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	5057
	30002536	STONE CRUSHD;EATHWORK,37.5 MM,GRD G4 TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	81986
	30002532	STONECRUSHD;EATHWORK,53 MM,GRD G5 TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	129448

30002531	STONECRUSHED;EATHWORK,53 MM,GRD G6 TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	13281
30002541	STONE CRUSHED;EATHWORK,53 MM,GRD G7 TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	46404
30002431	STONE CRUSHED;CONCRETE,DIA 13 MM TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	1000
30002442	STONE CRUSHED;CONCRETE,DIA 19 MM TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	30000
30003075	STONE CRUSHED;DUMP ROCK,DIA 150 MM TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	6556
30003074	STONE CRUSHED;DUMP ROCK,DIA 50-200 MM TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	25000
30003073	STONE CRUSHED;HAND,DIA 100 TO 250 MM TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	10000
30003075	STONE CRUSHED; DUMP ROCK ,150 MM TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	10000
30003076	STONE CRUSHED; DUMP ROCK ,0.5-2T, BOULDERS TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	5000
30003080	STONE CRUSHED; DUMP ROCK ,2-4T, BOULDERS TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	5000
	PRIMARY CRUSH 0-150MM MAX SIZE TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	5000
	CRUSHER DUST 6.5MM TO COMPLY TO S410 SPECIFICATION (APPENDIX E)	2000
	STONE, CRUSHED TYPE BASE SIZE 37MM,GRADE G2, TO COMPLY TO COLTO SERIES 3000 SECTION 3602	20000
	STONE, CRUSHED TYPE BASE SIZE 53MM,(GRAVEL) GRADE G5 TO COMPLY TO COLTO SERIES 3000 SECTION 3402	30000
	GRAVEL MATERIAL GRADE 8 TO COMPLY TO COLTO SERIES 300 SECTION 3402	5000
	PIONEER ROCK TO COMPLY TO COLTO SERIES 3000SECTION 3302	5000



Material will be required at various sites and different within the rail infrastructure as and when required. Bidder will be expected to contact Site Supervisor stated to confirm the location of the site where material is required , delivery intervals as well as any other logistical issues such as accessibility etc. All deliveries will be accompanied by test results from a SANAS accredited laboratory to ensure compliance to the specification.

CATEGORY: TECHNICAL /PRACTICAL	WEIGHTS	SUB WEIGHTS	EFFECTIVE WEIGHT
Proof of access to a SANAS accredited laboratory for Quality Assurance of material.	40	40	40
Crushing Capacity	40	40	40
Transport Infrastructure	20	20	20
Bidders not owning Quarries need to provide Memorandum of Understanding with specific Quarries over and above the documents listed above			

As prescribed in terms of the PPPFA and its Regulations, Respondents are to note the following:

- Functionality is included as a threshold with a prescribed percentage threshold of 70%.

*Respondents must complete and submit **Annexure A – Technical Submission which includes a technical questionnaire**.*

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

#### 4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, 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 SUPPLIER OBLIGATIONS

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

## 6 "AS AND WHEN REQUIRED" CONTRACTS

- 6.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.
- 6.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 6.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 6.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 6.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 3 [*Pricing and Delivery Schedule*]
- 6.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

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- 6.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery lead time/s:

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## 7 RETURN OF SURPLUS GOODS

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

YES	
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NO	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods:

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**8 RESPONDENT'S MANUFACTURERS**

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

**8.1 Local Manufacturer(s):**

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**9 INSPECTION DETAILS**

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

**9.1 Local Manufacturer(s)**

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**10 IMPORTED CONTENT**

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

## 11 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 supplier, 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:

11.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ *[foreign currency]*

11.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet

11.3 \_\_\_\_\_ *[Name of country to which payment is to be made]*

11.4 Beneficiary details:

Name *[Account holder]* \_\_\_\_\_

Bank *[Name and branch code]* \_\_\_\_\_

Swift code \_\_\_\_\_

Country \_\_\_\_\_

11.5 \_\_\_\_\_ *[Applicable base date of Exchange Rate used]*

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principal suppliers, as instructed above, will be based on the currency rate of exchange related to the contractual price of the Goods at that time.

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

## 12 EXPORT CREDIT AGENCY SUPPORTED FINANCE

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet may consider raising debt financing [an **ECA Facility**] from one or more banks or financial institutions with the benefit of export credit agency [ECA] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Transnet.

### 13 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [the Supplier] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure (E) [Specifications] of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
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NO	
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### 14 SERVICE LEVELS

14.1 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.

14.2 Transnet will have quarterly reviews with the Supplier's account representative on an on-going basis.

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

14.4 The Supplier guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

a) Random checks on compliance with quality/quantity/specifications

On-time delivery If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

14.5 The Supplier must provide a telephone number for customer service calls.

14.6 Failure of the Supplier 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 Supplier of its intention to do so.

Acceptance of Service Levels:

YES	
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NO	
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### 15 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

15.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO],

which will reduce the overall cost of transportation services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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If "yes", please specify details in paragraph 15.2 below.

- 15.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

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**16 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 Supplier, in relation to:

**16.1 Quality and specification of Goods delivered:**

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**16.2 Continuity of supply:**

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

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16.4

**Compliance with the National Railway Safety Regulator Act, 16 of 2002:**


**17 REFERENCES**

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

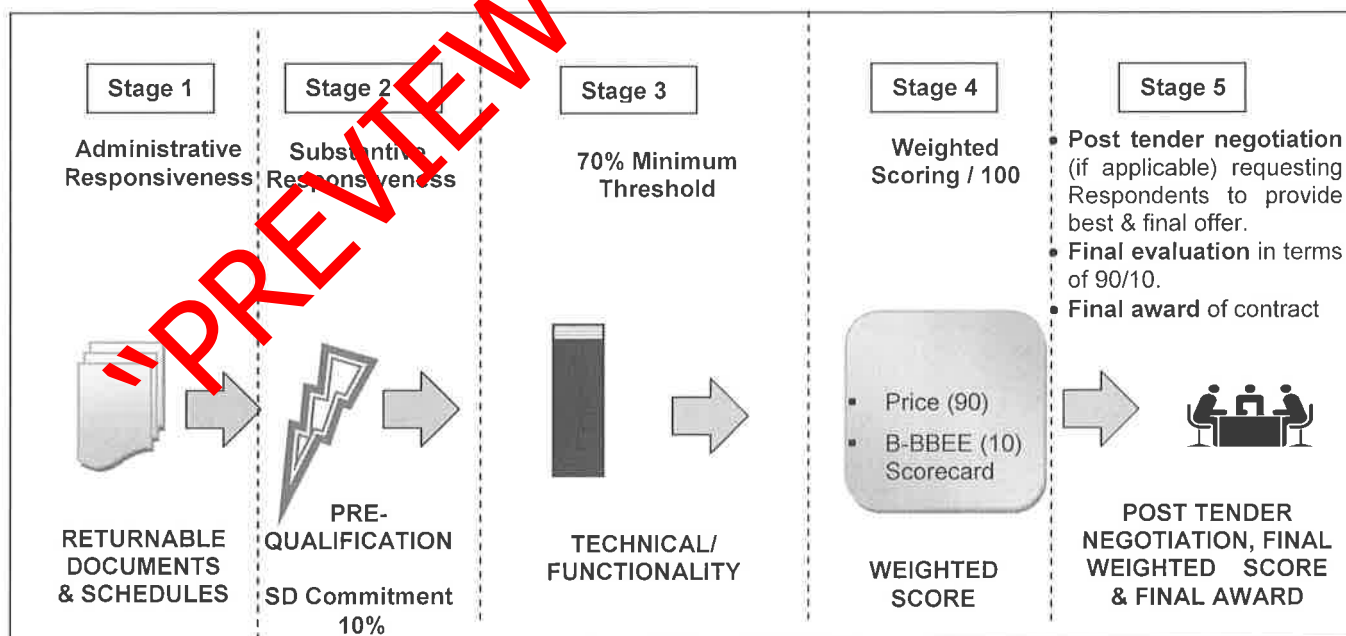
NAME OF COMPANY	CONTACT PERSON	TELEPHONE

**18 FINANCIAL STABILITY**

Respondents are required to submit their audited financial statements for the past 2 years with their Proposal in order to enable Transnet to establish financial stability.

**19 EVALUATION METHODOLOGY**

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





**19.1 STAGE ONE: Test for Administrative Responsiveness**

SCS to conduct test for administrative responsiveness, highlighting non-responsive bids for consideration and ratification by evaluation committee.

This process involves a thorough checking of all returnable documents as well as verifying that each and every page has been signed by the Bidder. Important to distinguish between the "status" of the various returnable documents,

- Mandatory documents which if not provided with the original bid response will automatically render a bid non-responsive e.g. a duly completed pricing schedule.
- Essential documents which are also essential for evaluation purposes but if not supplied by the Bidder, may be afforded a further grace period (say 5 days) to provide these documents, failing which the bid will be regarded as non-responsive and disqualified e.g. Cancelled cheque, certified copy of Company Registration Certificate, entity's letter head, certified copy of Shares Certificate, completed Vendor Application Form, etc.

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

**19.2 STAGE TWO: Test for Substantive Responsiveness to RFP**

- Confirmation of results of administrative test
- Validation of documentation
- Test for Conformance to all terms, conditions, scope and specifications of the bid documents
- Bidders would be afforded an additional 5 days to submit essential/optional documents required which may have been omitted in the bid submission, failing which will be disqualified.
- Whether the SD commitments pre-qualification criteria set has been met.

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

### 19.3 STAGE THREE: Minimum Threshold of 70 % for Technical Criteria and Functional Requirements

Bidders not directly owning Quarry(s) must submit a Memorandum of Understanding with the Quarry(s) where material will be sourced

TECHNICAL DESCRIPTION	WEIGHTS		
	100		
Proof of access to a SANAS accredited laboratory for Quality Assurance of material.	40	40	40
Crushing Capacity	40	40	40
Transport Infrastructure	20	20	20
Bidders are to meet 70% threshold in order to be further evaluated for Price / B/BEE. Technical non-compliance eliminates a tender.			

Technical (5 point scoring matrix) (Agree and stipulate details)

#### (A) SANAS accredited Laboratory for Product Quality Assurance

Interpretation	Point
Proof of access to the services of a SANAS accredited Laboratory.	5
No SANAS accredited Laboratory	0

#### (B) Crushing Capacity

Interpretation	Point
Crushing capacity > 2000 ton per day for a specific site	5
Crushing capacity > 1500 and < 2000 ton per day to a specific site	4
Crushing capacity > 1000 ton and < 1500 ton per day to a specific site	3
Crushing capacity > 500 ton and < 1000 ton per day to a specific site	2

#### (C) Quarry evaluation of Transport Infrastructure

Interpretation	Point
Quarry has + 1 SANAS approved weigh bridge and $\geq 10$ Tipper Trucks	5
Quarry has + 1 SANAS approved weigh bridge and $\geq 7$ but $\leq 9$ Tipper Trucks	4
Quarry has + 1 SANAS approved weigh bridge and $\geq 4$ but $\leq 6$ Tipper Trucks	2
No weigh bridges, and Tipper trucks	0

***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***

#### 19.4 STAGE FOUR: Evaluation and Final Weighted Scoring

COMMERCIAL	WEIGHT	SUB WEIGHTS	EFFECTIVE WEIGHT
CATEGORY: Price (SCORING MATRIX)	100%		
• <b>Pricing</b>		90%	90%
CATEGORY: B-BBEE (SCORING MATRIX)			
• <b>B-BBEE Certificate and Scorecard</b>		10%	10%

a) Competitive Pricing (90%)

The following formula will be used to score the supplier in as far as the price is concerned:

$$Ps = 90 \frac{(1 - (pt - pmin))}{pmin}$$

Where: Ps = Score for bid under consideration

Pt. = Comparative price of bid under consideration

Pmin = Comparative price of lowest bid passing the functionality test.

b) The BBBEE scorecard is reflected below:

B-BBEE (5 point scoring matrix) (Agree and stipulate details) – Example

B-BBEE Status Level	Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
9 (or not submitted)	0

a) **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 indicated in Section 14, paragraph 4.1 of this RFP.

**SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Threshold	Minimum Percentage [%]
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

**"PREVIEW COPY ONLY"**

**STAGE FIVE 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).

"PREVIEW COPY ONLY"

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 3 : PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the table below:

Name of Quarry: \_\_\_\_\_ Location: \_\_\_\_\_

No.	Material Number	Material Description	Estimated Volumes, Nationally	Rate per Ton – ex works	Transport Rate per Ton inclusive of delivery within radius of 50 km	Transport rate per kr after 50km.
	30002533	STONE CRUSHED;BASE,21 MM,GRD G1	33266			
	30002534	STONE CRUSHED;BASE,37 MM,GRD G2	81986			
	30002535	STONE CRUSHED;BASE,37 MM,GRD G3	5057			
	30002536	STONE CRUSHED;EATHWORK,37.5 MM,GRD G4	81986			
	30002532	STONE CRUSHED;EATHWORK,53 MM,GRD G5	129448			
	30002531	STONE CRUSHED;EATHWORK,53 MM,GRD G6	13281			
	30002541	STONE CRUSHED;EATHWORK,53 MM,GRD G7	46404			
	30002431	STONE CRUSHED;CONCRETE,DIA 13 MM	1000			

Respondent's Signature \_\_\_\_\_

Date & Company Stamp \_\_\_\_\_

9	30002442	STONE CRUSHED; CONCRETE, DIA 19 MM	30000			
10	30002099	STONE CRUSHED; CRUSHER RUN, DIA 19 MM	20000			
		STONE CRUSHED; CONCRETE, DIA 23 MM	10 000			
11	30003075	STONE CRUSHED; DUMP ROCK, DIA 50 -100 MM	6556			
12	30003074	STONE CRUSHED; DUMP ROCK, DIA 50-200 MM	25000			
13	30003073	STONE CRUSHED; HAND, DIA 100 TO 250 MM	10000			
14	30003075	STONE CRUSHED; DUMP ROCK ,150 MM	10000			
15	30003076	STONE CRUSHED; DUMP ROCK ,0.5-2T, BOULDERS	5000			
16	30003080	STONE CRUSHED; DUMP ROCK ,2-4T, BOULDERS	5000			
17		PRIMARY CRUSHED 6.50MM MAX SIZE	5000			
18		CRUSHER DUST 6.5MM	2000			
19		STONE CRUSHED TYPE BASE SIZE 37MM, GRADE G2, TO COMPLY TO COLTO SERIES 3000 SECTION 3602	20000			
20		STONE, CRUSHED TYPE BASE SIZE 53MM, (GRAVEL) GRADE G5 TO COMPLY TO COLTO SERIES 3000 SECTION 3402	30000			
21		GRAVEL MATERIAL GRADE 8 TO COMPLY TO COLTO SERIES 3000 SECTION 3402	5000			
22		PIONEER ROCK TO COMPLY TO COLTO SERIES 3000 SECTION 3302	5000			



**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- c) Quantities given are national estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- d) Prices are to be quoted on a delivered basis within a radius of 50km.
- e) 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.
- f) Prices quoted must be held valid for a period of 120 days from closing date of this RFP
- g) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank 7 [seven] calendar days prior to the closing date of this RFP:  
Currency rate of exchange utilised: \_\_\_\_\_
- h) Manufacturing and delivery lead time calculated from date of receipt of purchase order: \_\_\_\_\_ weeks
- i) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 12 months, and if so which proposed adjustment formula would be utilised

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**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 per Section 6 of this RFP (a certified copy of which is annexed hereto) hereby offer to supply the abovementioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in 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 - Goods;
- (ii) General Bid Conditions - Goods; 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 supply of Goods within 4 [four] 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.

I/We accept that any contract resulting from this offer will be for a period of 2 years only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of

the Goods due to non-performance by ourselves, failure to meet Supplier Development and/or B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

#### 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 Supplier] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier 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 120 [one hundred and twenty] 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 Certificate of Acquaintance with the Non-Disclosure Agreement [Appendix v] appended hereto as **Section 17**. 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 Goods, 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:

<b>YES</b>		<b>NO</b>	
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**PRICE REVIEW**

The successful Respondent(s) [the Supplier] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Supplier's price(s) is/are found to be higher than the benchmarked price(s), then the Supplier shall match or better such price(s) within 30 [thirty] days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

**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) Mandatory Returnable Documents**

***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 the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 3 : Pricing and Delivery Schedule	
ANNEXURE A : Technical Submission/Questionnaire <ul style="list-style-type: none"> <li>Valid Mining Licence supported by a Memorandum of Understanding if Quarry not under the name of the Bidder</li> </ul>	

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 19 : Declaration of Supplier Development Commitments	

b) **Essential Returnable Documents**

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.***

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 2 : Background, Overview and Scope of Requirements	
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 copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
- Certified copies of the company's shareholding/director's portfolio	
- Entity's letter head	
- Certified copy of valid VAT Registration Certificate	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFP will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof 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 RFP will result in an automatic score of zero being allocated for preference	
- 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	
- Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 2 years	
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 – Goods	
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 Integrity Pact	
SECTION 15 : Certificate of attendance of compulsory RFP Briefing	
SECTION 16 : Certificate of Acquaintance with Specifications and Drawings	
SECTION 17 : Certificate of Acquaintance with Non-Disclosure Agreement	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 18 : Supplier Development Initiatives	
ANNEXURE B : Supplier Development Value Summary	
ANNEXURE C : Supplier Development Plan	

**c) Additional Documents**

In addition to the requirements of paragraphs (a) and (b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

<b>ADDITIONAL DOCUMENTS</b>	<b>SUBMITTED [Yes or No]</b>
ANNEXURE D : B-BBEE Improvement Plan	

**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 \_\_\_\_\_

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

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

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

"PREVIEW COPY ONLY"



**RFP FOR THE SUPPLY OF  
EATHWORK MATERIAL NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**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 copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
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 valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice;
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.*

**Vendor Application Form**

Entity's trading name						
Entity's registered name						
Entity's Registration Number or ID Number if a Sole Proprietor						
Form of entity [✓]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
How many years has your entity been in business?						
VAT number [if registered]						
Entity's telephone number						
Entity's fax number						
Entity's email address						
Entity's website address						

Respondent's Signature

Date & Company Stamp

Bank name				Branch & Branch code			
Account holder				Bank account number			
Postal address						Code	
Physical address						Code	
Contact person							
Designation							
Telephone							
Email							
Annual turnover range [last financial year]	< R5 m		R5 - 30 m		> R35 m		
Does your entity provide	Products		Services		Both		
Area of delivery	National		Provincial		Local		
Is your entity a public or private entity				Public		Private	
Does your entity have a Tax Directive or TRF 90 Certificate				Yes		No	
Main product or services [e.g. Stationery / Consulting]							

*Complete B-BBEE Ownership Details:*

% Black ownership		% Black women ownership		% Disabled Black ownership		% Youth ownership	
Does your entity have a B-BBEE certificate				Yes		No	
What is your B-BBEE status [Level 1 to 9 / Unknown]							
How many personnel does the entity employ				Permanent		Part time	

*If you are an existing vendor with Transnet please complete the following:*

Transnet contact person			
Contact number			
Transnet Operating Division			

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

Name			Designation		
Signature			Date		

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIAL NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**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 supply of Goods. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this Proposal together with their contact details.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIAL NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**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 price or otherwise.

3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this bid which I/we may have, before submitting the bid. I/we agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.

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

5. 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 Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

6. 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.

7. 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 Goods or 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;
  - 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.
8. 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 Goods or Services to which this RFP relates.
9. 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.
10. 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 OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

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

*[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 - Goods as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for the  
carrying out of the proposed supply 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 OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 9 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF CONTRACT FOR  
THE SUPPLY OF GOODS 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 supply 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 price or otherwise.

I/We also note the obligations as set out in clause 19 [Terms and Conditions of Contract] of Transnet's General Bid Conditions [Appendix (i)] which reads as follows:

19.1 The Supplier 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.

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

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**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 including any person who may be involved in the evaluation and/or adjudication of this Bid.
6. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
7. If such a relationship as indicated in paragraph 5 and/or 6 exists, the Respondent is to complete the following section:

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

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_

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



8. 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.
9. 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.
10. 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 _____	AS WITNESS:
duly authorised hereto	
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 threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website [www.transnet.net](http://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](mailto:procurement.ombud@transnet.net).

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to 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 OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 11: BREACH OF LAW FORM**

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

I/We \_\_\_\_\_

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

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 OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

## Section 12 : RFP CLARIFICATION REQUEST FORM

RFP No: TPG CON 0077/2014

RFP deadline for questions / RFP Clarifications: Before 12:00 on 26/09/2014

TO: Transnet SOC Ltd

ATTENTION: Mncedisi Nkumane

EMAIL: Mncedisi.nkumane@transnet.net

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

RFP Clarification No [to be inserted by Transnet]

## REQUEST FOR RFP CLARIFICATION

PREVIEW

Dependent's Signature \_\_\_\_\_

Date &amp; Company Stamp

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 13: SUPPLIER INTEGRITY PACT**

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any:

- Corrupt and fraudulent practices;
- Anti-competitive practices; and
- Act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy, as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [[www.transnet.net/Tenders/Pages/default.aspx](http://www.transnet.net/Tenders/Pages/default.aspx)] or on request.

NAME OF ENTITY:

I/We

do hereby certify that I/we have acquainted myself/ourselves with all the documentation comprising the Transnet Integrity Pact. I/We agree to fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact.

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 Integrity Pact or failed to take it into account for the purpose of submitting my/our offer.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Transnet Integrity Pact 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 OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**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 as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total

revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.15 **"rand value"** means the total estimate value of a contract in South African currency, calculated at the time of bid invitations and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

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

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 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.
- 4.7 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.

- 4.8 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.
- 4.9 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.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level 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 a sworn affidavit in the case of an EME or QSE.

- 5.2 **Subcontracting:**

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

If YES, indicate:

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

- 5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]



- ☐ Partnership/Joint Venture/Consortium
- ☐ One person business/sole propriety
- ☐ Close Corporations
- ☐ Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service Provider
- ☐ Other Service Providers, e.g Transporter, etc

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

#### BID DECLARATION

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

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

#### WITNESSES:

1. ....
2. ....

SIGNATURE OF BIDDER

DATE: .....

COMPANY NAME: .....

ADDRESS: .....

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 15: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the RFP briefing in respect of the proposed Goods to be supplied in terms of this RFP on

\_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 16 : CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS**

*[appended hereto as Appendix (iii)]*

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 supply 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

**RFP FOR THE SUPPLY OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 17 : CERTIFICATE OF ACQUAINTANCE WITH NON DISCLOSURE AGREEMENT**

I/We \_\_\_\_\_

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Non Disclosure Agreement [Appendix v] for the carrying out of the proposed supply 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 Non Disclosure Agreement or failed to take it into account for the purpose of submitting my/our bid.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Non Disclosure Agreement 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 OF  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 18: SUPPLIER DEVELOPMENT INITIATIVES**

**1.1 Aim and Objectives**

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa. Transnet fully endorses and supports Government's New Growth Path policy.

The key focuses of the NGP include:

- increasing employment intensity of the economy
- addressing competitiveness
- balancing spatial development of rural areas and poorer provinces
- reducing the carbon intensity of the economy
- creating opportunities in improving regional and global cooperation
- enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, youth and women

Transnet, as a State Owned Company [SOC], plays an important role to ensure these objectives are achieved. Therefore, the purchasing of goods and services needs to be aligned to Government's objectives for developing and transforming the local supply base. Transnet's mission is to transform its supplier base by engaging in targeted supplier development initiatives to support localisation and industrialisation whilst providing meaningful opportunities for Black<sup>2</sup> South Africans with a particular emphasis on:

- Youth [16 to 35 year olds]
- Black women
- People with disabilities
- Small businesses
- Rural integration

**1.2 Supplier Development [SD]**

To facilitate the implementation of Supplier Development initiatives, Transnet has adapted an existing framework from the Department of Public Enterprises [DPE]. This framework allows for a basic set of principles to be applied to appropriately targeted SD initiatives. Supplier development initiatives aim to build local suppliers who are competitive through building capability and capacity. Hence the framework

<sup>2</sup> "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

has been termed the Increased Competitiveness, Capability and Capacity Supplier Development Classification Matrix [**IC<sup>3</sup> Matrix**]. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC<sup>3</sup> Matrix. This RFP has been identified as strategic, involving high commercial leverage and high value.

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than 10% [ten percent] of the contract value.

Accordingly, Respondents are required to provide a commitment of the Supplier Development initiative they will undertake during the contract period in the **Supplier Development Value Summary**. In addition, Transnet requires that all Respondents submit a **Supplier Development Plan** demonstrating how they will discharge their commitments made in the Supplier Development Value Summary. The contract which will be concluded with the successful bidder will incorporate the SD undertakings made in the abovementioned documents as a term of the contract.

- a) For a detailed understanding of the IC<sup>3</sup> Matrix, the respective SD initiatives and their objectives, please refer to the "Supplier Development Guidelines" appended hereto as **Appendix (iv)**. This document must be used as a guideline to complete the SD Plan.
- b) The following Supplier Development [SD] focus areas have been identified, namely:

Category	Description
Job Preservation	Number of jobs preserved resulting from the award of contract
Enterprise and Supplier Development	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms
Rural Integration and Regional Development	Incorporation of the use of rural labour and regional businesses which will contribute to NGP objectives

- c) The **Supplier Development Plan** is to be submitted as a separate document, developed in line with the criteria set out in the **Supplier Development Value Summary**. The Supplier Development Plan is a detailed narrative document explaining the Respondent's Bid value as summarised in the Supplier Development Value Summary. The SD Plan should outline the type of activities you intend to embark upon should you be awarded the contract. This SD Plan should also provide an overview of what you intend to achieve, when, and the mechanisms whereby you will achieve those objectives. The SD Value Summary and SD Plan will represent a binding commitment on the part of the successful Respondent.

Annexure C must be completed, indicating by cross-reference the detailed areas which have been addressed in your SD Plan for each of the evaluation criteria listed in paragraph 1.2 (b) above, together with the Value Indicators therefor.

Notes for completion of the SD Plan:

- (i) Respondents are required to address each of the aspects under the detailed SD Description as a minimum for submission. This is not an exhaustive list however, and Respondents must not be limited to these choices when compiling each section.
- (ii) Please provide detailed calculations to illustrate how your estimated Rand values have been derived.
- (iii) Respondents are required to provide an electronic copy [CD] of the completed Annexure C as part of the SD Plan submission.

### 1.3 Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) [hereinafter referred to as **the Supplier**] will be contractually committed, *inter alia*, to the following conditions:

- a) The Supplier will be required to submit a **Supplier Development Implementation Plan** within 45 [forty-five] days from the signature date of a Letter of Intent [LOI]. This Implementation Plan represents additional detail in relation to the SD Plan providing an explicit breakdown of the nature, extent, timelines and monetary value of the SD commitments which the Supplier proposes to undertake and deliver during the term of the contract. Specific milestones, timelines and targets will be recorded to ensure that the Implementation Plan is in line with Transnet's SD objectives and that implementation thereof is completed within the term of the contract.
- b) The Implementation Plan may require certain additions or updates to the initial SD Plan in order to ensure that Transnet is satisfied that development objectives will be met.
- c) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the Supplier's compliance with its stated SD commitments.
- d) The Supplier will be required to provide:
  - (i) monthly status updates to Transnet for each SD initiative. [Detailed requirements will be provided by Transnet];
  - (ii) quarterly status reports for Transnet and the DPE. [Detailed reporting requirements will be provided by Transnet]; and
  - (iii) a final Supplier Development report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all SD components plus auditable confirmation of the Rand value contribution associated with each such SD commitment.
- e) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.
- f) The Supplier will be required to submit this Implementation Plan to Transnet in writing, within 45 [forty-five] days after signature of a Letter of Intent [LOI], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] days. Transnet will reserve the right to reduce or increase the number of days in which the Supplier must submit its Implementation Plan if it is deemed reasonable, based on the degree of complexity of the SD initiative.
- g) The contract will be conditional on agreement being reached by the parties on the Implementation Plan submitted by the Supplier. Therefore failure to submit or thereafter to agree to the

Implementation Plan within the stipulated timelines will result in the non-award of such a contract or termination thereof.

- h) Failure to adhere to the milestones and targets defined in an Implementation Plan may result in the invocation of financial penalties, to be determined at Transnet's discretion, as well as providing Transnet cause to terminate the contract in certain cases where material milestones are not being achieved.

#### 1.4 Supplier Development Returnable Documents

Attached herewith is the following documentation:

- **Declaration of Supplier Development Commitments – Section 19 [mandatory]**
- **SD Plan – Annexure C [essential]**
- **SD Value Summary – Annexure B [essential]**

*Respondents are to note whether the abovementioned documents are listed as mandatory or essential returnable documents in Section 4 to this RFP as failure to submit, or to submit an incomplete mandatory returnable document will result in disqualification of your Proposal. Failure to submit an essential returnable document may result in disqualification of your Proposal.*



**RFP FOR  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 19: DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS**

I/We \_\_\_\_\_

hereby **agree** to commit that not less than 10% of the contract value will be spent cumulatively on Supplier Development Initiatives. This pre-qualification criterion must be discharged against the following Supplier Development categories as outlined in the Supplier Development Value Summary [Annexure B]:

- Job creation
- Job preservation
- Enterprise and Supplier Development
- Rural / regional integration

I/We do hereby certify that the Supplier Development commitments made in relation to this RFP are solely in relation to this transaction and are not duplicated in relation to any other contracts that I/we have secured with any other organ of state including other State Owned Companies.

Furthermore, I/we do hereby declare that this undertaking also applies to any other contracts that I may have secured with Transnet including other Transnet Operating Divisions/Specialist Units. For the purposes of verification of this undertaking, the following is a list of contracts with Supplier Development commitments that I/we have secured with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR  
EATHWORK MATERIALS NATIONALLY  
FOR A PERIOD OF 2 YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**Section 20: B-BBEE IMPROVEMENT PLAN**

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate whether they will maintain or improve their BBEE status over the contract period.

**Additional contractual requirements**

Should a contract be awarded through this RFP process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions or updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Supplier's compliance with its stated B-BBEE Improvement commitments.
- c) The Supplier will be required to provide:
  - (i) quarterly status reports for Transnet; and
  - (ii) a final B-BBEE Improvement Plan report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all B-BBEE Improvement components.
- d) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.

Respondents are requested to submit their B-BBEE Improvement Plan as an **additional document** with their Proposals by completion of **Annexure D** appended hereto. *[Refer Annexure D for further instructions]*