



Transnet Freight Rail – RME, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION (RFQ) No ERAC-RCB-21051-NM-037

FOR THE SUPPLY OF: SIKA PRODUCTS OR SIMILAR

FOR DELIVERY TO: PORT OF RICHARDS BAY

ISSUE DATE: 2 MARCH 2016 – 8 MARCH 2016

CLOSING DATE: 10 MARCH 2016

CLOSING TIME: 10:00

Section 1

NOTICE TO BIDDERS

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

METHOD: Tender submissions by fax or email only (Complete documents with supporting documents)

CLOSING VENUE: Fax/ E-mail tenders to: 011-774 9760/ 011-774 9129/

011-774 9186 or Nomsa.maseko@transnet.net

Transnet Freight Rail (RME), The Chairman of the Acquisition Council Inyanda House 1, 21 Wellington Road, Parktown, Gauteng

PROOF OF SUBMISSION: Please fax/ e-mail your "PROOF" (Fax Report or E-mail Proof) to 086 515 9978/ or TCPTendersRichardsBay@Transnet.net as proof that your submission was submitted successfully.

1 Responses to RFQ

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

2 Broad-Based Black Economic Empowerment (B-BBEE)

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

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

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

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

3 Communication

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

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

Name: Nomvu Mabuyakhulu

Email: Nomvuselelo.Mabuyakhulu@transnet.net

Telephone: 035 906 7346

Respondents may also, at any time after the closing date of the RFQ, communicate with the Regional Supply Chain Manager, Lizelle Smith on any matter relating to its RFQ response:

Telephone: 035 906 7305 Email: Lizelle.Smith@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

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

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

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

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

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

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

10 Specification/Scope of Work

Refer to Annexure B

11 Respondent's Samples

Respondents are not required to submit samples of the Goods tendered for.

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”

RFQ FOR THE PROVISION/SUPPLY OF: SIKA PRODUCTS OR SIMILAR
CLOSING VENUE: Fax/ E-mail tenders to: 011-774 9760/ 011-774 9129/011-774 9186
or Nomsa.maseko@transnet.net
CLOSING DATE & TIME: 10 MARCH 2016, 10H00
VALIDITY PERIOD: 90 Business Days

SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. • Compliance to specification
Final weighted evaluation based on 80/20 preference point	• Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.

This RFQ is valid until _____.

3 Disclosure of Prices Quoted

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

YES ☐ NO ☐

4 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents		Submitted [Yes or No]
SECTION 3 : Quotation Form		
Tenderers own product data sheet		

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

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

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

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SECTION 3 QUOTATION FORM

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

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

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

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

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

Price Schedule

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Sikacrete-214 25kg bag Complete	Each	1 700		
2	Sika Top Armatec 110 1.75lt Kit	Each	70		

Delivery Lead-Time from date of purchase order : _____ [days/weeks]

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- Prices are to be quoted on a delivery basis to Richards Bay
- Refer to Annexure B for the Specification of Goods.
- Tenderer must submit their **own** specification/ product data sheet of the materials that they quoting for, failure to do so will result in bid being disqualified.

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

Respondent's Signature

Date & Company Stamp

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS: _____

Indicate nature of relationship with Transnet: _____

Respondent's Signature

Date & Company Stamp

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

SIGNED at _____ on this _____ day of _____ 20____

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

Respondent's Signature

_____ Date & Company Stamp

**RFQ FOR THE ONCE OFF SUPPLY OF
SIKA PRODUCTS OR SIMILAR TO THE PORT OF RICHARDS BAY
ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

1. INTRODUCTION

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

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contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a ~~single~~ person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or handing 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.

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3. ADJUDICATION USING A POINT SYSTEM

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

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

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- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level verification certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the B-BBEE documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good

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Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

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

- (v) Describe Principal Business Activities

- (vi) Company Classification [TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier

Respondent's Signature

Date & Company Stamp

- ☐ 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:

Respondent's Signature

Date & Company Stamp

ANNEXURE B: SPECIFICATION OF GOODS

SUPPLY AND DELIVERY OF: SIKA PRODUCT OR SIMILAR AT TIDAL BRIDGES SITE CAMP IN THE PORT OF RICHARDS BAY

1. SCOPE

This request covers the supply and delivery of sika product or similar as per attached pricing schedule at Tidal Bridges site camp in the Port of Richards Bay.

2. SPECIFICATION OF PRODUCT

- a) Sikacrete – 214 is a one component, free-flowing, high strength, cement based concrete with a maximum aggregate size of 9mm.

b)

Property	Age days	N/mm ²
Compressive Strength	1	34.0
	7	55.0
	28	75.0

- c) Sika Top Armatec 110 EpoCem is a cement-based, epoxy-modified, three components, anti-corrosive coating and bonding agent. Suitable for use in tropical and subtropical climatic conditions.

3. SITE REQUIREMENTS

- 1) The driver, truck and assistant delivering the goods must have a permit to enter the Port of Richards Bay.
- 2) The driver and assistant delivering the goods must have a valid driver's licence and must wear at least the minimum Personal Protective Equipment when entering the site,
- 3) The Site Agent or Contract Manager must certify invoices for payment after the goods has been delivered and inspected.

Sikacrete®-214

Free-flowing structural repair concrete

Product Description

Sikacrete®-214 is a one component, free-flowing, high strength, cement based concrete with a maximum aggregate size of 9 mm.

Use

Sikacrete®-214 is used for the structural repair of deteriorated concrete. It is ideal for casting sections or members where the volumes required are too large for conventional grouts, and too small and inaccessible for normal concreting procedures. A typical application is the re-profiling of damaged concrete members, such as the underside of bridge beams, using formwork.

Sikacrete®-214 provides a compatible surface for the application of Sika Coatings and finishes.

Characteristics / Advantages

■ One component: just add water

■ Easy to mix, apply and finish

■ Economical

■ Excellent adhesion

■ Shrinkage compensated

■ Rapid strength development

■ Compatible with the properties of typical concretes

■ Vapour permeable

■ High resistance to freeze/thaw cycling

Product Data

Form

Appearance / Colour Powder grey

Packaging 25kg bags

Storage Conditions / Shelf-Life 6 months in original, unopened packaging. Store in a dry area between 5°C and 40°C. Protect from direct sunlight.



Technical Data

Chemical base	Cement, Crystalline free Silica, aggregate and additives	
Density	2,3 - 2,4 kg/litre	
Layer Thickness	Min. 25mm - max. 200mm	

Mechanical Properties

Property	Age days	N/mm ²
Compressive Strength	1	34,0
	7	55,0
	28	75,0
Flexural Strength	1	3,8
	7	5,7
	28	7,5
Tensile Strength	28	5,5

System Information

System Structure	Primers: Sika Monotop® 610 or SikaTop ArmaTec® 110 EpoCem® Repair Mortar: Sikacrete® -214 (25 – 200 mm layer thickness)
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Application Details

Consumption / Dosage	Volume yield: 11,0 litres per 25kg bag
Mixing Procedures	Mixing can only be achieved using either a slow speed drill (set at 400 - 600 rpm) fitted with a clean, dust-free, mixing paddle, or standard mortar or concrete mixing equipment. DO NOT ATTEMPT TO MIX BY HAND. Add 3,0 -3, 12 litres of water to a suitable mixing vessel and then add Sikacrete® 214 slowly whilst mixing. Mix for at least 5 minutes until the larger aggregate has thoroughly dispersed and a uniform, free-flowing consistency is obtained.

Substrate Quality

The concrete substrate must be sound and of sufficient compressive strength (min. 20 N/mm² (MPa) with a minimum pull-off strength of 1.5 N/mm² (MPa).
The surface must be dry and free of all contaminants such as oils, grease, coatings, surface treatments, etc.
The substrate must be prepared mechanically to remove cement laitance and achieve a profile open textured surface.
Weak concrete should be removed and surface defects such as honeycombed areas; blowholes and voids must be fully exposed.
Repairs to substrate, filling of blowholes/voids and surface levelling should be carried out using the appropriate product from the Sikafloor®, Sikadur® and Sikagard® range of materials.

Substrate Preparation

All surfaces must be clean, sound and properly cured. Remove all loose material mechanically, with a wire brush, or by water or sand blasting. Embedded reinforcing steel should be free from scale, rust, oil and grease, and treated with a suitable protective coating such as SikaTop ArmaTec® 110 EpoCem®. The application of a suitable bonding agent, such as Sikadur® -32 ZA or SikaTop ArmaTec® 110 EpoCem®, is recommended to improve adhesion on large areas or where particularly dense concrete substrates are involved.

Forming

Ensure that the formwork is grout tight and that sufficient hydrostatic head is available to allow the mixed Sikacrete® -214 to flow into every extremity. If required, formwork can be sealed with Sikacryl® -S.

Application Conditions / Limitations	
Substrate Temperature	Min 5°C – Max 30°C
Ambient Temperature	Min 5°C – Max 35°C
Pot Life	Approximately 20 minutes.
Application Instructions	
Mixing (Ratio/Dosage)	3,0 -3,12 litres per 25kg bag. Pour clean water in the correct proportion into a clean mixing vessel. Add the Sikacrete® -214 slowly while mixing continuously. To avoid entraining too much air use a slow speed mixer (max. 500 rpm) for minimum of 3 minutes. By gradually adding the powder in portions, the desired application consistency can be obtained.
Application Method / Tools	Dampen the surface thoroughly with clean water prior to the application of Sikacrete® -214. Place the mixed Sikacrete® -214 directly after mixing ensuring that any displaced air is allowed to escape. Maintain sufficient hydrostatic head to keep the product flowing.
Curing Details	
Curing	Where ambient conditions may lead to rapid surface drying, the use of light water fogging for 24 hours or suitable water based curing compound is recommended. (Do not commence fogging until initial set has been reached; typically 1 - 2 hours depending upon ambient conditions).
Local Restrictions	Please note that as a result of specific local regulations the performances of this product may vary from country to country. Please consult the local Product Data Sheet for the exact description of the application fields.
Health and Safety Information	
Protective Measures	Cement containing material may cause skin irritation. Wear gloves and goggles or apply barrier cream to hands while working with the mortar.
Ecology	
Transportation Class	
Important Notes	Residues of material must be removed according to local regulations. Fully cured material can be disposed of as household waste under agreement with the responsible local authorities. Detailed health and safety information as well as detailed precautionary measures e.g. physical, toxicological and ecological data can be obtained from the Material Safety Data Sheet.
Toxicity	

Legal Notes

The information, and, in particular, the recommendations relating to the application and end-use of Sika products, are given in good faith based on Sika's current knowledge and experience of the products when properly stored, handled and applied under normal conditions in accordance with Sika's recommendations. In practice, the differences in materials, substrates and actual site conditions are such that no warranty in respect of merchantability or of fitness for a particular purpose, nor any liability arising out of any legal relationship whatsoever, can be inferred either from this information, or from any written recommendations, or from any other advice offered. The user of the product must test the product's suitability for the intended application and purpose. Sika reserves the right to change the properties of its products. The proprietary rights of third parties must be observed. All orders are accepted subject to our current terms of sale and delivery. Users must always refer to the most recent issue of the local Product Data Sheet for the product concerned, copies of which will be supplied on request or accessed on the Internet under www.sika.co.za.

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SikaTop® Armatec® 110 EpoCem®

Epoxy-Cement Based, Bonding Agent and Anti Corrosive Rebar Coating

Product Description SikaTop® Armatec® 110 Epocem® is a cement-based, epoxy-modified, three-component, anti-corrosive coating and bonding agent. . . Suitable for use in tropical and hot climatic conditions.

- Uses**
- As an anti-corrosion coating for reinforcement steel:
 - For repairs to reinforced concrete where there is corrosion of the underlying reinforcement steel.
 - For the preventive protection of reinforcement steel in thinly reinforced concrete sections.
 - As a bonding agent for use on concrete, mortar or steel:
 - For repairs to concrete using Sika Monotop and SikaTop patching and repair mortars
 - For bonding new concrete to old

- Advantages**
- SikaTop® Armatec® 110 Epocem® provides the following advantages:
- Excellent adhesion to steel and concrete
 - Acts as an effective barrier against penetration of water and chlorides
 - Contains corrosion inhibitors
 - Provides an excellent bonding coat for subsequent application of repair mortars (cement and epoxy-based)
 - Not affected by moisture
 - High degree of mechanical strength
 - Pre-measured, ready-to-use packs
 - May be spray-applied
 - Non-flammable

Test Report Issued by the Official Building Materials Testing Institute (Technical University of Braunschweig).
Laboratory for Preparation and Methodology (Forschungswil am See, Switzerland).

Product Data

Type	Cementitious, Epoxy composition		
Form	Comp. A:	White liquid	
	Comp. B:	Whitish liquid	
	Comp. C:	Grey powder	
	Mixed:	Grey mortar / slurry	
Packaging	20 kg units		
	Component A:	1.14 kg pail	
	Component B:	2.86 kg pail	
	Component C:	16 kg bag	



Storage Condition	Store in a dry area between 5°C and 35°C. Protect from direct sunlight								
Shelf life	12 months minimum from production date if stored properly in original unopened packaging								
Technical Data									
Pot life (30°C)	90 - 180 minutes								
Density	Approximately = 2.00 kg/ltr. (Fresh mortar)								
Adhesion (Pull-off)	2.0 N/mm ² (concrete failure)								
Index of Vapor diffusion	Approximately μ H ₂ O = 100								
Index of CO₂ diffusion	Approximately μ CO ₂ = 14,000								
Yield	Approximately 10 liters per 20kg unit								
Consumption	Bonding agent Not less than 1.0 kg per m², depending on the roughness of the concrete substrate. Anti-corrosion coating 2 - 4 kg per m² (for two coats), depending on the method of application.								
Application Details									
Substrate preparation	Substrate must be sound, free from dust, loose particles, cement laitance, curing compounds, oil, grease or any other contamination. Metal surfaces (steel and iron) should be free from scale, rust, oil and grease. Large spalled areas, cracks and pot holes should be raked out and cleaned. Use Sika MonoTop-612 for substrate repairs, which can be applied in thicknesses from 5 - 30 mm per layer. Pre-wet substrate to a saturated surface dry condition prior to application. Avoid puddles of standing water.								
Mixing	Shake Component A and B vigorously before opening. Pour both liquids into a suitable mixing pan and mix for 30 seconds. Add Component C slowly while continuing to stir the mixture. Mix mechanically for 3 minutes, using a slow-speed electric stirrer (200 - 300 rpm) in order to entrain as little air as possible. Leave to stand for 3-5 minutes. The mixture exhibits a brushable, slow-dripping consistency. Always use full kits only.								
Application	When used as an anti-corrosion coating: Apply a coating approx. 0.5 - 1 mm thick to the cleaned and de-rusted reinforcement steel, using a stiff paintbrush, roller or spray gun. Leave to dry for 1 - 2 hours (at an ambient temperature of 30°C), then apply a second coat of similar thickness. Leave to dry for a similar period of time before applying patching mortar to the repair. In the course of application, some of the coating material will inevitably be deposited on the surrounding concrete, but this has no detrimental effect on the finished repair. When used as a bonding agent for repair mortar or concrete: Wet down the prepared substrate until the concrete is fully saturated with water, apply a bonding coat not less than 0.5 mm thick, using a stiff paintbrush, roller or suitable spray gun. For best results, work the bonding slurry well into the substrate to ensure complete coverage of all surface irregularities. Apply the freshly mixed patching mortar or concrete wet on wet over the bonding slurry. Maximum waiting times between application of slurry coat and application of patching mortar or concrete: <table> <tr> <td>30°C</td><td>8 hrs.</td></tr> <tr> <td>20°C</td><td>12 hrs.</td></tr> <tr> <td>10°C</td><td>16 hrs.</td></tr> <tr> <td>5°C</td><td>20 hrs.</td></tr> </table>	30°C	8 hrs.	20°C	12 hrs.	10°C	16 hrs.	5°C	20 hrs.
30°C	8 hrs.								
20°C	12 hrs.								
10°C	16 hrs.								
5°C	20 hrs.								
Curing	Standard concrete curing practices must be followed.								
Cleaning	Use water to remove uncured material from tools and mixing equipment. Once cured, SikaTop® Armatec® 110 EpoCem® can only be removed mechanically.								

Remarks

- Minimum Application temperature (ambient air and substrate) +5°C
- Maximum Application temperature (substrate) +40°C
- The recommended dosage should be strictly adhered to
- On no account should water be added to the mix

Notes

All technical data stated in this Product Data Sheet are based on laboratory tests. Actual measured data may vary due to circumstances beyond our control.

Safety

For information and advice on the safe handling, storage and disposal of chemical products, users should refer to the most recent Material Safety Data Sheet containing physical, ecological, toxicological and other safety-related data.

Legal Notes

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Construction

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