

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: ERAC-WGO-22975

FOR THE INSTALLATION OF BARB WIRE FENCE AT ARNOT

FOR DELIVERY TO: ARNOT

ISSUE DATE: 29 November 2016

CLOSING DATE: 06 December 2016

CLOSING TIME: 10:00

VALIDITY PERIOD: 06 March 2017

Section 1
NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	For the Installation of barb wire fence at Arnot
BID FEE AND BANKING DETAILS	<p>A Bid fee of R250 [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail Tender Office.</p> <p>Payment is to be made as follows:</p> <p>Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the Tender document and submitted thereafter with your Quotation.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between 09:00 and 15:00 from 29 November 2016 until 05 December 2016</p> <p>This RFQ may be collected from the following address: Transnet Freight Rail Tender Advice Centre, Ground Floor, Nzasm Building, Room G16, Corner of Paul Kruger and Minaar Street Pretoria, 0001</p>
COMPULSORY/NON COMPULSORY BRIEFING SESSION	A formal briefing session <u>will not be held</u> but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 4 [Communication] below:
CLOSING DATE	<p>10:00 on Tuesday 06 December 2016</p> <p>This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Tender Advice Centre, Ground Floor, Tender Box in the foyer Nzasm Building, Corner of Paul Kruger and Minaar Street Pretoria, 0001</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>
VALIDITY PERIOD	<p>End of validity period: 06 March 2017</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>

SPECIAL CONDITIONS	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 05 December 2016 by sending an email with their contact details to the following address: : <u>Gloria.Nhlapo@transnet.net</u> or <u>Dudu.Mkwebane@transnet.net</u> This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</p>
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2 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.

3 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 explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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 Section 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 6 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

4 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: Mathetja Meletse

Email: Mathetja.Meletse@transnet.net

Telephone: 013 658 2474

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 012 315 4124

Email: Gloria.Nhlapo@transnet.net

Telephone 012 315 4121

Email: Dudu.Mkwebane@transnet.net

5 Legal Compliance

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

6 Changes to Quotations

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

7 Pricing

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

8 Prices Subject to Confirmation

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

9 Binding Offer

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

10 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- make no award at all;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

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 and/or place the Respondent on Transnet's list of Restricted Suppliers.

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

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.

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

Transnet reserves the right to lower the threshold for Technical from **80% to 75%** if no Bidders pass the predetermined minimum threshold.

11 Specification/Scope of Work

11.1 General

This **Contract** is:

2.8 kilometres LEFT SIDE OF THE TRACK.

TOTAL OF 2.8 kilometre for fencing at ARNOT in the Transnet reserve.

11.2 The work consists of:

11.2.1 Plant of steel poles and struts as per contract specifications.

11.2.2 Erecting of 6 strands of barbed wire as per specification.

11.2.3 Fastening of droppers and Y standards.

11.3 The work will be completed by the successful respondent who will have to provide all the necessary equipment needed to complete the work on the geographical area controlled by the Depot Engineer, as per the Schedule of Quantities and Prices.

11.4 Duration of the contract

11.4.1 This contract constitutes of the work to be completed within the period of three month.

11.5 To be supplied by Transnet

11.5.1 All fencing materials will be supplied by the Witbank Infra Depot.

11.5.2 Site Access certificate and keys for access to mechanization roads obtain and returned to Technical Officer

11.6 To be supplied by the Respondent

11.6.1 The Respondent is responsible to supply his own transport, labour, equipment, food, water and accommodation needed to complete the work covered by the Contract.

11.6.2 All travelling costs must be included in the RFQ price.

11.6.3 Primary Respondents must provide all details of any sub-contractors if he/she is to be used.

11.6.4 The Respondent shall be responsible for the transport of all new fencing material to the work site from the Infra Depot at Middelburg sub-depot.

11.6.5 Furthermore he will be responsible for the return of any old fencing material released during construction and excess material to the Infra sub-depot in Middelburg.

11.6.6 The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the work area.

11.6.7 Under no circumstances will Transnet provide accommodation facilities for workers in Transnet Freight Rail's Property.

11.6.8 The Respondent must provide a detailed Schedule of Plant/ material, indicating the vehicles that will be used during the contract period, for transport to and from site.

11.6.9 No RFQ will be considered unless all the applicable documents are attached to the RFQ.

11.6.10 Respondent to provide all tools and equipment to perform duties as described.

11.7 Site meetings

11.7.1 These meetings will be held under the chairmanship of the Technical Officer (T/O) or his/her deputy. It is compulsory for respondents and sub-contractors to attend on time.

11.8 Site books

11.8.1 The Respondent shall provide two 100 leaf Triplicate Books (Croxley JD222 or similar) to use as a **Site Instruction Book** , a **Site Diary** and a **Safety File** at the site as directed by the Technical Officer (T/O) for the duration of the contract.

11.8.2 The **Site Instruction Book** shall only be used by the T/O or his/her deputy and will be used for the issuing of instructions to the Respondent.

11.8.3 The Respondent shall complete the **Site Diary** and a detailed description of the work done shall be recorded on a daily basis. The attendance register of contract workers is also to be written in the **Site Diary** as also his daily Safety Talk. Neither of the books shall be removed from the site without the permission of the T/O or his/her deputy.

11.9 Storage facilities

11.9.1 No facilities are available on any of the Work Areas indicated in this contract. The Respondent must arrange for all facilities needed, to store the material needed to complete the work under this Contract. He/she must ensure that all necessary storage is deemed with secure safety measures at the cost of the Respondent.

11.10 Veld fires

11.10.1 Under no circumstances may the Respondent or his/her employees make fires within the Transnet reserve. The respondent will be liable for any damages caused by fires made by staff on site.

11.10.2 Under no circumstance may the Respondent or his employees collect fire wood within the Transnet reserve or on the adjacent farm or land.

11.11 Scope of work

11.11.1 This contract covers the erection of fences and any associated work, to be performed by the Respondent or the successful completion of this contract, in accordance with the true meaning and intent of the contract document.

11.11.2 This contract calls for the supply of all equipment, transport and labour to complete the following tasks:

11.11.2.1 Provision of transport of material from Infra Depot to work site.

11.11.2.2 A vehicle present at all times at working site

11.11.2.3 Erecting of new fence between kilometres stipulated above.

11.11.2.4 Erecting of steel poles.

11.11.2.5 Erecting of all steel work.

11.11.2.6 Transport of excess and old material back to Infra Depot

11.11.2.7 Work Area to be left in a clean and tidy condition.

11.11.2.8 All the above work will be performed by the Respondent on Transnet property under the control of The Witbank Depot.

11.12 Standards of workmanship

11.12.1 All work is to be done according to the Annexures provided the list is as follows:-

11.12.2 KY-100-I-67 B span of new fence

11.12.3 KY-100-I-67 F fastening of steel

11.12.4 Line Book Plan (red = situation where work is to be completed new fence)

11.12.5 All the work must be carried out in accordance with the specifications of the Contract.

11.12.6 All work will be approved by the Technical Officer (T/ O) before payment is to be done.

11.13 Programme of work

11.13.1 The Respondent shall undertake the planning and programming of the work covered in the contract as stipulated in the Schedule of Quantities and Prices.

11.14 Performance monitoring and evaluation

11.14.1 The Respondent shall at all times be responsible for supervision of the work and for follow-up inspections to monitor and evaluate the work performed.

11.14.2 The Technical Officer (T/O) or his/her deputy may at any time during the operation carry out inspections of the Respondent's performance, methods and procedures.

11.14.3 The Respondent shall immediately take appropriate remedial action in areas where the specified standard of work is not achieved.

11.15 Inspection of the work

11.15.1 Inspection of the work will be done within one week after the Respondent has notified the T/O in writing that the work has been completed.

11.15.2 If the work is found to be satisfactory, the Respondent must hand in his tax invoice for payment.

11.15.3 For the duration of this Contract, the Respondent is required to inspect the working process as well as remedial work.

11.16 Remedial work

11.16.1 The Respondent shall carry out remedial work to all work where the standard of workmanship has not been achieved at **no cost** to Transnet.

11.16.2 The Technical Officer (T/O) may, at any time after the inspection order the Respondent to carry out remedial action, which is to be done within 7 working days after being ordered to do so.

11.16.3 Failure to commence with remedial work the Technical Officer (T/O) may arrange for such action to be carried out by other Respondents at the cost of the responsible Respondent.

11.17 Pollution prevention and environmental awareness

11.17.1 According to the Environmental Management System of Transnet, pollution must be prevented as far as possible and where pollution occurs due to the negligence of the Respondent, he\she will be responsible for corrective actions.

11.18 Contract Period

11.18.1 This contract is for a period of 3 months commencing on the date after the Technical Officer has issued the Site Access certificate.

11.19 Measurement and Payment

11.19.1 Penalties of 5% of the contract price will be levied for late completion of work.

11.19.2 Payment may be paid in the next pay month after the invoice has been handed in.

11.19.3 The Technical Officer will thereafter inspect the work and if the work is satisfactory according to the contract specifications, the Respondent will be paid as per quoted in the Schedule of Quantities and Prices. Or in completion of 50 % or more of the Work, an Interim can be paid to the Respondent via an Invoice.

11.20 Machinery and equipment needed on site

11.20.1 Transport for fetching and removal of material to and from site.

11.20.2 Spades for levelling the ground and the necessary to erect the fence

11.20.3 Wire strainer auto chain.

11.20.4 Jack hammer

11.20.5 Barbed wire unroller

11.20.6 Channel lock fencing pliers

11.20.7 Wire cutter

11.20.8 Automatic wire twister

11.20.9 Three hook wire stretcher.

11.21 Risk and Safety plan

11.21.1 Risk Assessment

11.21.1 Prior to the start of the contract the respondent is required to do a risk assessment of each task and to provide a safety plan to address these risks.

11.21.2 Safety Plan

This safety plan is to be provided and implemented by the Respondent before the work commences and a copy to be kept on site. The Respondent must adhere to this Safety Plan at all times.

When compiling the Safety plan, the following risks and points must be covered in the plan:

- 11.21.2.1 Working adjacent to passing trains.
- 11.21.2.2 Transporting of material and workers to and from work site.
- 11.21.2.3 Loading and off-loading of both new and old material.
- 11.21.2.4 Working close to Overhead Traction equipment. Electrical shock.
- 11.21.2.5 Uneven surfaces.
- 11.21.2.6 Blue asbestos. (To be reported to Technical Officer immediately)
- 11.21.2.7 Working with digging tools.
- 11.21.2.8 Veld fires.
- 11.21.2.9 Transport of injured workers from work site to nearest hospital.
- 11.21.2.10 The necessary safety taken, not to damage cables in the area of work.
Working with machines.

11.21.3 Personnel information

- 11.21.3.1 Induction Certificate
- 11.21.3.2 Medical surveillance and certificate of fitness
- 11.21.3.3 Competency certificate
- 11.21.3.4 ID Copy
- 11.21.3.5 Acknowledgement of receiving Personal Protective Equipment's (PPE's)

11.21.4 Signing On Procedure

- 11.21.4.1 Signing of attendance register with all personal particulars
- 11.21.4.2 Declaration of Fit / Unfit for duty
- 11.21.4.3 Proof of training / certificate to operate substance abuse testing machine
- 11.21.4.4 Valid calibration certificate for substance abuse testing machine
- 11.21.4.5 Substance abuse testing proof or results for all personnel on site
- 11.21.4.6 Safety Topic discussed at the depot

11.21.5 On-site signing On Procedure

- 11.21.5.1 Identify Emergency Assemble Point
- 11.21.5.2 Conduct on site walk about doing Hazard Identification Risk Assessment (HIRA)
- 11.21.5.3 Conduct on-site safety talk based on your HIRA findings and activity to be performed
- 11.21.5.4 Identify reverse parking area, smoking area & show first aid box and fire extinguisher to the team
- 11.21.5.5 Inspect PPE's in order to ensure that everybody has a right PPE for the task to be executed
- 11.21.5.6 Inspect tools in order to ensure that everybody has a right tool for the task to be executed

11.21.5.7 Let the team sign to acknowledge all of the above points

11.21.6 Incident Management

11.21.6.1 Report incidents or accidents immediately to technical officer

11.21.6.2 Inform First Aiders on site to render first aid service to the injured employee

11.21.6.3 Activate nearby ambulance to take injured employee to hospital.

11.21.6.4 Stop the team and direct them to Emergency Assemble Point to conduct incident recall

11.21.6.5 Offer Employee Assistance Program (EAP) to all those who might require it due on the incident

11.21.7 Logbooks and Registers

11.21.7.1 Electric Equipment / Tools Register - Portable

11.21.7.2 Fall Protection Plan Checklist

11.21.7.3 Personal Protective Equipment and Clothing

11.21.8 Risk Management

11.21.8.1 Task descriptions

11.21.8.2 Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan

11.21.8.3 Risk Assessment (Construction Regulation 7)

11.21.8.4 Occupational Hygiene Surveys e.g. Noise, Dust etc.

11.21.9 Emergency Planning – Evacuation plan

11.21.9.1 Evacuation procedure

11.21.9.2 Site Procedure

11.21.9.3 Emergency response numbers

11.21.10 SHE Communications

11.21.10.1 Safety/Toolbox talks

11.21.10.2 Incident Recall

11.21.11 Safe Working Procedures

11.21.11.1 Method Statements

11.21.11.2 Safe Operating Procedures

11.21.11.3 Task/Job observations

11.21.12 Fall Protection Plan

11.21.12.1 Documented fall protection plan

11.21.12.2 Rescue Plan

11.21.12.3 Training/Certification

11.21.12.4 Fall arrest and protection equipment

11.21.13 Personal Protective Equipment and Clothing

11.21.13.1 PPE required

11.21.13.2 PPE proof of issue

11.21.14 Environmental Management Plan

11.21.14.1 Note: TFR Environmental Consultant will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project (e.g. Construction)

11.21.14.2 Provide procedure of the following:

11.21.14.2.1 Control of Dust

11.21.14.2.2 Noise Pollution Control

11.21.14.2.3 Waste management

11.21.14.2.4 Environmental Incident Management (Sect 30 NEMA)

11.21.14.2.5 Contamination of surface and underground water

11.21.14.2.6 Environmental Clean-up and Rehabilitation

11.21.14.2.7 Environment monitoring

11.21.14.2.8 Environmental training and awareness

11.22 Protective Equipment

11.22.1 The respondent is to provide personal protection equipment (PPE) in relation to the risk and type of work to be executed. All workers on this contract shall be required to wear reflective vests and safety boots at all times. (To be supplied by the Respondent). These reflective vests must be in a colour that is suitable to wear on Transnet Freight Rail sites.

11.23 Courses to attend

11.23.1 Before the respondent may start any work, him and his entire team will be required to attend a compulsory Safety Induction given by a designated Transnet Safety representative and also an Electrical Awareness course of three (3) days

11.24 Safety talk:

11.24.1 The respondent or his supervisor will be responsible to hold a Safety Talk every morning before work commences (which is recorded in the Site Diary).

11.25 First aid kit:

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

11.26 Safety working distance:

11.26.1 No work is to be done within a 3m distance of the railway line without the presence of a flagman. The Respondent shall appoint at the work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic

11.27 Team work

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

11.28 Communication

11.28.1 The Respondent shall provide a cell phone, in good working order and with sufficient airtime, to his team leader to be available on site at all times.

11.29 Open fires

11.29.1 No open fires are allowed on Transnet property. Any fires that may occur should be distinguished immediately at own costs. Any claims due to fire caused by the Respondent will be for his own account.

11.30 Equipment

11.30.1 Where necessary Machinery is used the Operator must have a relative certification to operate the required machine and a register of the equipment.

12 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.

13 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its sub-contractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

14 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

15 Tax Compliance

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

15.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

15.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

16 Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS: 0800 003 056

RFQ FOR THE INSTALLATION OF BARB WIRE FENCE AT ARNOT
CLOSING VENUE: TRANSNET FREIGHT RAIL, NZASM BUILDING,
TENDER ADVICE CENTRE, GROUND FLOOR, TENDER BOX IN THE FOYER
CORNER OF PAUL KRUGER AND MINNAAR STREET
PRETORIA, 0001

CLOSING DATE & TIME: 06 DECEMBER 2016 @10:00
VALIDITY PERIOD: 06 MARCH 2017

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	<ul style="list-style-type: none"> • Submission of Mandatory Documents / Schedules • Submission of Essential Documents / Schedules • Submission of Other Documents / Schedules
Substantive responsiveness	<ul style="list-style-type: none"> • Prequalification criteria, if any, must be met and • Validity of Mandatory Documents / Schedules • Clause by clause to compliance to specification • Pricing Schedule submitted and all items on pricing schedule priced • NB: (Failure to submit the above mentioned documents, tender will not be evaluated to the next stage)
Functionality Threshold	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 80%. Previous experience and Health and Safety Plan will be considered as part of the technical evaluation.</p> <ul style="list-style-type: none"> • Experience– 40% • Health and Safety Plan – 60%
Final weighted evaluation based on 80/20	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period from the closing date of this RFQ.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until 06 March 2017

3 Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

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]
<ul style="list-style-type: none"> • Section 3 – Quotation Form (Pricing Schedule submitted and all items on pricing schedule priced) 	
<ul style="list-style-type: none"> • Validity of Mandatory Documents / Schedules 	
<ul style="list-style-type: none"> • Clause by clause to compliance to specification 	
<ul style="list-style-type: none"> • Pricing Schedule submitted and all items on pricing schedule priced 	

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.

Essential Returnable Documents required for evaluation purposes:

Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. 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 USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	
- SECTION 2 : Evaluation criteria and list of returnable documents	

Other Essential Returnable Documents:

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

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

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
- 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	
- Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- SECTION 4: Certificate of Acquaintance with RFQ Documents	
- SECTION 5: RFQ Declaration and Breach of Law Form	
- SECTION 6: B-BBEE Preference Claim Form	

5 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.

Respondent's Signature

Date & Company Stamp

SECTION 3

QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh 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	Total Price
1	Loading and transport of material at Middelburg depot	kilometre	40		
2	Dig holes for poles 450mm deep	holes	23		
3	Anchoring of corner poles using second hand concrete sleepers.	each	23		
4	span barbed wire fence(6wire)	metres	2800		
5	install Y standards as per specifications	each	187		
6	install droppers as	each	1120		

Respondent's Signature

Date & Company Stamp

	per specifications				
7	Remove excess material to infra Depot, Middelburg	kilometre	40		
				<i>Sub total</i>	
				<i>Vat</i>	
				<i>TOTAL</i>	

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

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 price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) 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.

REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels: Proof of experience on installing fence needs to be submitted.

Company Name	Nature of work	Value of work	Contact Person	Contact details	Year Completed

Respondent's Signature

Date & Company Stamp

SECTION 4

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet 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 in calculating tendered prices or any other purpose:

1. Transnet’s General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet’s Supplier Integrity Pact*
4. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading “Existing vendors”.
5. E4E – Safety Arrangements and Procedural Compliance (Act 85 of 1993) and applicable Regulations
Respondents are to note that the documents marked with a “*” are available on request or at the Transnet website (www.transnet.net). Please click on “Business with Us”, proceed to the tab “Tenders” and then click on “Standard Bid Documents”.

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc.]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

Respondent’s Signature

Date & Company Stamp

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

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: _____

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

SECTION 6

B-BBEE PREFERENCE POINTS CLAIM FORM

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 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).

1.2 The value of this bid is estimated to not exceed R1 000 00 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 **Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

1.6 The purchaser 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 the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level 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;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"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 or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the respondent and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"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;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary respondent's assigning, leasing, making out work to, or employing, another person to support such primary respondent in the execution of part of a project in terms of the contract;
- (r) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"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
- (t) **"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 will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one 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 must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must 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 (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership**. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 **QSEs that are at least 51% Black owned or higher 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.

- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 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.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-respondent is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-respondent.....
- iii) The B-BBEE status level of the sub-respondent.....
- iv) Whether the sub-respondent is an EME.

(Tick applicable box)

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the respondent may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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, the purchaser 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 respondent, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 7

CLAUSE BY CLAUSE COMPLIANCE WITH SPECIFICATION

Item no	Comply	Does not comply	Reasons/comments for non-compliance to project specification
Description of work			
11.1 GENERAL This Contract is: 2.8 kilometres LEFT SIDE OF THE TRACK. TOTAL OF 2.8 kilometre for fencing at ARNOT in the Transnet reserve.			
11.2 The work consists of			
11.2.1 Plant of steel poles and struts as per contract specifications			
11.2.2 Erecting of 6 strands of barbed wire as per specification			
11.2.3 Fastening of droppers and Y standards.			
11.3 The work will be completed by the successful tender, who will have to provide all the necessary equipment needed to complete the work on the geographical area controlled by the Depot Engineer, as per the Schedule of Quantities and Prices.			
11.4 DURATION OF THE CONTRACT			
11.4.1 This contract constitutes of the work to be completed within the period of three month.			
11.5 TO BE SUPPLIED BY TRANSNET			
11.5.1 All fencing materials will be supplied by the Witbank Infra Depot.			
11.5.2 Site Access certificate and keys for access to mechanization roads obtain and returned to Technical Officer.			
11.6 TO BE SUPPLIED BY THE RESPONDENT			
11.6.1 The Respondent is responsible to supply his own transport, labour, equipment,			

food, water and accommodation needed to complete the work covered by the Contract.			
11.6.2 All travelling costs must be included in the tender price.			
11.6.3 Primary Respondents must provide all details of any sub-contractors if he/she is to be used.			
11.6.4 The Respondent shall be responsible for the transport of all new fencing material to the work site from the Infra Depot at Middelburg sub-depot.			
11.6.5 Furthermore he will be responsible for the return of any old fencing material released during construction and excess material to the Infra sub-depot in Middelburg.			
11.6.6 The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the work area.			
11.6.7 Under no circumstances will Transnet provide accommodation facilities for workers in Transnet Freight Rail's Property.			
11.6.8 The Respondent must provide a detailed Schedule of Plant/ material, indicating the vehicles that will be used during the contract period, for transport to and from site.			
11.6.9 No tender will be considered unless all the applicable documents are attached to the contract.			
11.6.10 Respondent to provide all tools and equipment to perform duties as described.			
11.7 SITE MEETINGS 11.7.1 These meetings will be held under the chairmanship of the Technical Officer (T/O) or his/her deputy. It is compulsory for respondents and sub-contractors to attend on time.			
11.8. SITE BOOKS			

Respondent's Signature

Date & Company Stamp

<p>11.8.1 The Respondent shall provide two 100 leaf Triplicate Books (Croxley JD222 or similar) to use as a Site Instruction Book , a Site Diary and a Safety File at the site as directed by the Technical Officer (T/O) for the duration of the contract.</p>			
<p>11.8.2 The Site Instruction Book shall only be used by the T/O or his/her deputy and will be used for the issuing of instructions to the Respondent.</p>			
<p>11.8.3 The Respondent shall complete the Site Diary and a detailed description of the work done shall be recorded on a daily basis. The attendance register of contract workers is also to be written in the Site Diary as also his daily Safety Talk. Neither of the books shall be removed from the site without the permission of the T/O or his/her deputy.</p>			
<p>11.9 STORAGE FACILITIES</p>			
<p>11.9.1 No facilities are available on any of the Work Areas indicated in this contract. The Respondent must arrange for all facilities needed, to store the material needed to complete the work under this Contract. He/she must ensure that all necessary storage is deemed with secure safety measures at the cost of the Respondent.</p>			
<p>11.10 VELD FIRES</p>			
<p>11.10.1 Under no circumstances may the Respondent or his/her employees make fires within the Transnet reserve. The respondent will be liable for any damages caused by fires made by staff on site.</p>			
<p>11.10.2 Under no circumstance may the Respondent or his employees collect fire wood within the Transnet reserve or on the adjacent farm or land.</p>			
<p>11.11.1 This contract covers the erection of fences and any associated work, to be performed by the Respondent for the successful completion of this contract, in</p>			

accordance with the true meaning and intent of the contract document.			
11.11.2 This contract calls for the supply of all equipment, transport and labour to complete the following tasks:			
11.11.2.1 Provision of transport of material from Infra Depot to work site			
11.11.2.2 A vehicle present at all times at working site			
11.11.2.3 Erecting of new fence between kilometres stipulated above.			
11.11.2.4 Erecting of steel poles.			
11.11.2.5 Erecting of all steel work			
11.11.2.6 Transport of excess and old material back to Infra Depot			
11.11.2.7 Work Area to be left in a clean and tidy condition.			
11.11.2.8 All the above work will be performed by the Respondent on Transnet property under the control of the Witbank Depot			
11.12 STANDARDS OF WORKMANSHIP			
11.12.1 All work is to be done according to the Annexures provided the list is as follows:-			
11.12.2 KY-100-I-67 B span of new fence			
11.12.3 KY-100-I-67 F fastening of steel			
11.12.4 Line Book Plan (red = situation where work is to be completed new fence)			
11.12.5 All the work must be carried out in accordance with the specifications of the Contract.			
11.12.6 All work will be approved by the Technical Officer (T/ O) before payment is to be done.			
11.13 PROGRAMME OF WORK			
11.13.1 The Respondent shall undertake the planning and programming of the work covered in the contract as stipulated in the Schedule of Quantities and Prices.			
11.14 PERFORMANCE MONITORING AND EVALUATION			

Respondent's Signature

Date & Company Stamp

<p>11.14.1 The Respondent shall at all times be responsible for supervision of the work and for follow-up inspections to monitor and evaluate the work performed.</p>			
<p>11.14.2 The Technical Officer (T/O) or his/her deputy may at any time during the operation carry out inspections of the Respondent's performance, methods and procedures.</p>			
<p>11.14.3 The Respondent shall immediately take appropriate remedial action in areas where the specified standard of work is not achieved.</p>			
<p>11.15 INSPECTION OF THE WORK 11.15.1 Inspection of the work will be done within one week after the Respondent has notified the T/O in writing that the work has been completed. 11.15.2 If the work is found to be satisfactory, the Respondent must hand in his tax invoice for payment.</p>			
<p>11.15.3 For the duration of this Contract, the Respondent is required to inspect the working process as well as remedial work.</p>			
<p>11.16 REMEDIAL WORK 11.16.1 The Respondent shall carry out remedial work to all work where the standard of workmanship has not been achieved at no cost to Transnet.</p>			
<p>11.16.2 The Technical Officer (T/O) may, at any time after the inspection order the Respondent to carry out remedial action, which is to be done within 7 working days after being ordered to do so.</p>			
<p>11.16.3 Failure to commence with remedial work the Technical Officer (T/O) may arrange for such action to be carried out by other Respondents at the cost of the responsible Respondent.</p>			
<p>11.17 POLLUTION PREVENTION AND ENVIRONMENTAL AWARENESS 11.17.1 According to the Environmental</p>			

Management System of Transnet, pollution must be prevented as far as possible and where pollution occurs due to the negligence of the Respondent, he/she will be responsible for corrective actions.			
11.18 CONTRACT PERIOD			
11.18.1 This contract is for a period of 3 months commencing on the date after the Technical Officer has issued the Site Access certificate.			
11.19 MEASUREMENT AND PAYMENT			
11.19.1 Penalties of 5% of the contract price will be levied for late completion of work.			
11.19.2 Payment may be paid in the next pay month after the invoice has been handed in.			
11.19.3 The Technical Officer will thereafter inspect the work and if the work is satisfactory according to the contract specifications, the Respondent will be paid as per quoted in the Schedule of Quantities and Prices. Or in completion of 50 % or more of the Work, an Interim can be paid to the Respondent via an Invoice.			
11.20 MACHINERY AND EQUIPMENT NEEDED ON SITE			
11.20.1 Transport for fetching and removal of material to and from site.			
11.20.2 Spades for levelling the ground and the necessary to erect the fence			
11.20.3 Wire strainer auto chain			
11.20.4 Jack hammer			
11.20.5 Barbed wire unroller			
11.20.6 Channel lock fencing pliers			
11.20.7 Wire cutter			
11.20.8 Automatic wire twister			
11.20.9 Three hook wire stretcher.			