

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC –HGR-19799

**FOR THE SUPPLY AND DELIVERY OF: DRAINAGE CHANNELS AT KRAAL
FOR A PERIOD OF 2 MONTHS**

FOR DELIVERY TO: KRAAL
CONTACT PERSON: NHLALUKO NKUNA 074 043 9286

ISSUE DATE: 20 OCTOBER 2015

CLOSING DATE: 27 OCTOBER 2015

CLOSING TIME: 10:00 Am

ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH THE TENDER NUMBER AND THE CLOSING DATE.

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: [courier or tender box at physical address]
CLOSING VENUE: The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown .

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.

2.1 B-BBEE Improvement Plan

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

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: mpho.sito

Email: mpho.sito@transnet.net

Telephone: 011 584 1068

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 011-544-9486

Email: Prudence Nkabinde

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

4 Changes to Quotations

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

5 Pricing

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

6 Prices Subject to Confirmation

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

7 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.

8 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 ;
- 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.

9 Specification/Scope of Work

For the supply of drainage channels at KRAAL. These are 100 (1.8m diameter,2.4m, 100D) pipes. Concrete strength must be at least 25Mpa.

"PREVIEW COPY ONLY"

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 SUPPLY AND DELIVERY DRAINAGE CHANNELS AT KRAAL

CLOSING VENUE: TENDER ADVICE CENTER 21 WELLINGTON ROAD PARKTOWN

JOHANNESBURG

CLOSING DATE: 27 OCTOBER 2015

TIME: 10: AM

VALIDITY PERIOD: NINETY BUSINESS DAYS

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**SECTION 2
 EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

10 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
Category: Technical prequalifying criteria (Mandatory)	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <p>Bidders are requested to submit all Mandatory returnable documents and failure to submit will result in bids being disqualified from proceeding to the next stage of evaluation.</p> <p>The following Mandatory documents must be submitted</p> <p style="padding-left: 40px;">1. Compliance to specification declaration</p>
Final weighted evaluation based on 80/20 preference point	<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.

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11 Validity Period

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

Respondent's Signature

Date & Company Stamp

Returnable Document

This RFQ is valid until 24 FEBRUARY 2016

DISCLOSURE OF PRICES QUOTED

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

YES NO

12 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	
ANNEXURE B :Compliance to specification declaration	
Food Acceptability Certificate	
Compliance to specification declaration	

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]	

Returnable Document

Essential Returnable Documents	Submitted [Yes or No]
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.

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Respondent's Signature

Date & Company Stamp

Returnable Document

**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 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.

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Returnable Document

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	Quantity	Unit Of Measure	Price Per Item	Total Price
1	1.8mm diameter 2.4m 100D pipes	100	Each	R.....	R.....
2	Supervision	4	Weeks	R.....	R.....
3	Transport	2	Trips	R.....	R.....

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Total Price Excluding vat:

R

Vat: R.....

Total Price Including Vat:

R.....

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.

Respondent's Signature

Date & Company Stamp

Returnable Document

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.

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 included in this RFQ - ; and
2. The following documents all of which are available on Transnet’s website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. 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: _____

Returnable Document

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:

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[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 _____

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FOR THE SUPPLY AND DELIVERY OF: DRAINAGE CHANNELS AT KRAAL

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

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less 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

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and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes reference to a juristic person;

2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928

2.15 **"rand value"** means the total 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 making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored will be rounded off to 2 [two] decimal places.

3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

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

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

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

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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.
- 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.

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- 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 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 Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 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 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 Contribution _____ = _____ [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.....

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(iii) Company registration number.....

(iv) Type of Company / Firm [TICK APPLICABLE BOX]

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

(v) Describe Principal Business Activities

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

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

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

BID DECLARATION

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

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

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WITNESSES:

1.

SIGNATURE OF BIDDER

2.

DATE:.....

COMPANY NAME:

ADDRESS:.....

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

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ANNEXURE B

INFRA MAINTENANCE

SPECIFICATION

SUPPLY OF DRAINAGE CHANNELS AT KRAAL

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Circulation Restricted To: Transnet Freight Rail, Contractor Appointed

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PROJECT SPECIFICATION

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PART A

GENERAL SPECIFICATIONS

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A1. SCOPE OF WORK

A1.1 DESCRIPTION OF WORK

This contract covers the specifications for the supply of drainage channels at KRAAL.

A.1.2. LOCATION AND ACCESS OF SITE

The site is at KRAAL next to KM 47,15. The site is accessible by means of the existing service road.

14 A.1.3. DURATION OF CONTRACT

The contractor must submit a cleaning program together with his tender stipulating the duration for the works to be completed. This contract shall not be longer than one (1) month from the date of commencement.

No interruptions to the train service will be accepted.

The Contractor has to indicate the time required to execute the work.

Transnet freight rail reserves the right to cancel the contract if the standard of workmanship and accuracy as specified in the Technical Specifications of this document is not achieved. Such termination can be done by the sole discretion of the Project Manager in communication with the Executive Manager and Depot Engineer and will be done in writing.

A2. DEFINITIONS

For the purpose of this contract,

Project Manager: Means a person appointed by the Project Executive for the period of this project, to supervise and take charge of all contractual matters relating to this project.

Technical Officer: Refers to any person appointed by the Project Manager who shall be on site from time to time, so as ensure a smooth running of the project.

(i) **A3. DELIVERY PROGRAM**

The Contractor shall include with his tender a preliminary program of delivery. The program shall be in the form of a simplified Gantt chart or a table with sufficient details to show clearly how the works will be performed.

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15 A4. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

- ◆ Arrangement with landowners and statutory authorities regarding access and other statutory requirements

16 A5. TO BE PROVIDED BY THE CONTRACTOR

- ◆ The provision of all labour and the operation of all plant, equipment and material resources as per schedule of quantities to complete the works in accordance with the specifications and all contract requirements.
- ◆ All arrangements regarding water and sanitation requirements for the duration of the contract.
- ◆ The Contractor must make his own arrangement for accommodation of his staff.
- ◆ A cell phone onsite for communication with respect to train operations

A6. SITE OFFICE AND SITE BOOKS

The Contractor shall complete the daily site diary and a detailed description of the material delivered.

17 A7. SITE MEETINGS

Not applicable.

18 A8. PROTECTION OF, AND CONNECTION TO EXISTING SERVICES

The Project Manager or Technical Officers shall be responsible for locating and pointing out existing services to the contractor. The contractor shall then take full responsibility for the protection of such services during the delivery. Should any service be damaged during the course of the works, the Project Manager shall be notified immediately. The Contractor will be held responsible for damage to known existing services caused by or arising out of his/her operations and any repair shall be done at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

A9. SITE FACILITIES

A9.1 Contractor's camp

Not applicable.

19 A9.2. WATER SUPPLY AND ELECTRICITY

Not applicable.

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A10. MEASUREMENT AND PAYMENT CERTIFICATE

The units of measurement will be as indicated in the Schedule of quantities against each activity. Payment will be calculated according to the actual items completed as per items in the Schedule of Quantities. The claim for payment to the Contractor will be set out on a typed form similar to the Schedule of Quantities. Payment to the Contractor shall be made at the end of material delivery. The Project Manager will verify items claimed against actual item completed and where necessary adjustment shall be made and payment carried out.

A.11 PAYMENT FOR ITEMS UNDER GENERAL

A.11.1 SITE DE-ESTABLISHMENT

Not applicable.

20 A.11.2 ESCALATIONS

Time related obligations and general items will not be subjected to escalation.

21 A.12. PENALTIES FOR LATE COMPLETION

Should the Contractor fail to complete the works during the contract period, or/and activities on critical path, calculated from the time of notification penalties of **R1000.00 per working day** shall apply in terms of the conventional Penalties Act of 1962 (as amended).

A.13. INDEMNITIES AND INSURANCE

The Contractor shall take every precaution not to cause damage property or injury to any person as a result of his execution of the work.

Transnet freight rail will insure, in the joint names of Transnet Freight Rail and the Contractor, against all legal liabilities which may arise from the accidental death of, or injury to third party persons and/or accidental loss of, or damage to third party property in the course of the Contractor's execution of the work. The insurance policy will be for an indemnity limit as stated in the policy and will be maintained in force during the entire period of the contract. The insurance to be provided will have a cross liabilities cover in respect of which each party shall be separately indemnified in respect of claims made by any one of them against the other as though a separate policy has been issued to each of them. The Contractor shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage. This insurance is to be maintained in force during the entire period of the Tender. The Contractor shall likewise arrange his own insurance in respect of motor vehicle liabilities and employer's common law liabilities of the Contractor.

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A.14. APPLICABLE SPECIFICATIONS

In so far as they apply and they are not inconsistent with the terms of this specification, the following specifications will form an integral part of this project. In case where these specifications and other extracts are contrary or inconsistent with this project specification, the project specification will rule over them. Where only extracts are supplied the whole document can be obtained from the Transnet freight rail representative (i.e. Project Manager/ Technical Officer).

A.14.1 E4B Minimum Communal Health Requirements in areas outside the jurisdiction of a local authority.

A.14.2. E4E Safety arrangements and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and Regulations.

A.14.3. E7/1 Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.

For technical specifications: - Refer to Part B

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PART B:

TECHNICAL SPECIFICATIONS

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- B10. ADVERSE WEATHER CONDITIONS
- B11. FINAL INSPECTION OF WORK
- B12. HANDING OVER OF WORK PLACES

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B1. GENERAL

B.1.1 All facilities are to meet Statutory and Transnet health requirements.

B.1.2 Works to meet all Transnet Specifications including but not limited to:

E7/1 Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.

(ii)

B2. SCOPE OF WORK

The scope of work covers the technical specifications for the supply of drainage channels at KRAAL. These are 100 (1.8m diameter, 2.4m, 100D) pipes. Concrete strength must be at least 25Mpa.

B 2.1 WORK METHOD

- The contractor shall deliver the drainage channels at Km 47/15 next to the service road. This must not block the service road.

(iii)

B3. SAFETY

The Contractor is responsible for familiarizing himself and his employees of the content of Act 85 of 1993 as applicable on the type of the work being performed.

The Contractor must supply all workers employed during this project with necessary Personal Protective Equipments applicable to the type of work being performed. No person either from Contractor, Transnet Freight Rail, general public, or any division of Transnet will be allowed on site without proper and appropriate Personal Protection Equipments. The Project Manager or Technical Officer shall remove any personnel who would come to site without proper Personnel Protection Equipment. Asset Protection Service may be called upon to remove any person who fails to comply with site safety and protection requirements.

The making of fire for any purpose will not be permitted. The Contractor will be responsible for any damage to Transnet Freight Rail or adjacent private properties caused by fire emanating from his personnel making fire on the work site.

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B4. MATERIALS

B4.1. Supply and Safekeeping

The Contractor shall supply all material for the completion of the project.

The Contractors shall supply only quantities of material stipulated in the schedule of quantities for the completion of all works in this contract. All costs regarding the transportation, safekeeping as well as handling of the material up to the final installation, is to the account of the Contractor and are deemed to be included in the rates tendered. It is therefore the Contractor's responsibility to ensure correct quantities and specification of materials on delivery and their safekeeping.

The Contractor shall dispose all surplus and unsuitable material in spoil areas indicated by the Project Manager or Technical Officer. He shall be responsible for all arrangements necessary to get access to such spoil sites.

B4.2 OVERHAUL AND RELEASED MATERIAL

No payment will be made for overhaul on this contract unless provision is made therefore in specific items. All released material shall remain the property of Transnet Freight Rail.

B5. PLANT AND EQUIPMENT

The Contractor must provide his own plant and all other equipment or instruments needed for the execution of this project. The Contractor is responsible for the storage and safekeeping of their equipment. Transnet Freight Rail will accept no responsibility of any damage due to theft, fire, or anything.

21.2 B6. QUALITY CONTROL

The Contractor will be solely responsible for the production of work that complies with Specifications to the satisfaction of the Project Manager. To this end it will be the responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on site.

The Contractor will at his own costs repair the rejected work to the satisfaction of the Project Manager or Technical Officer, and only on approval will payment be made. The re-cleaning work rejected due to non-conformity does not warrant an extension of time. Should contractor fail to meet his deadline, he will be liable for penalties according to Clause A14.

22 B7. DAYWORKS

When day work is requested by the Project Manager, payment shall be based on the same rates as those contained in the Schedule of Quantities, Labour Rates Form or by application of Variation Order

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(VO). Records must be verified by the Project Manager during the execution of the day work.

B8. ACCESS TO WORK SITE

Transnet Freight Rail shall issue a site access certificate to the Contractor before the start of the contract period.

23 B9. FINISHING OFF AND CLEARING OF SITE

After completion of the works the Contractor is responsible for finishing off and clearing up of site. The work entails clearing of all obvious signs of cleaning activities like building equipment, excess material, rubbish and temporary works to the satisfaction of the Project Manager or Technical Officer.

24 B10. ADVERSE WEATHER CONDITIONS

During the execution of works, the Project Manager or Technical Officer will certify a day lost due to abnormal rainfall and adverse weather conditions only: If no work was possible on the relevant working day on any item which is on the critical path according to the latest approved cleaning program, the program may be revised to recover the lost days.

B11. FINAL INSPECTION OF WORK

A final inspection of the work will be done within seven working days after the Contractor has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory and Transnet property left tidy, a Certificate of Completion will be issued and the Contract will be considered completed.

It is the duty of the contractor to send a copy of the hand over certificate that has been certified as correct by the Project Manager, together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

B12. HANDING OVER OF WORKPLACES

Handing over of workplaces will be done as soon as the work has been satisfactorily completed. Handing over inspections will be convened on an ad-hoc basis as agreed by the Project Manager and the contractor.

The hand over certificate that is included in this document will be completed by the Project Manager and certified by the contractor as correct and sent together with the relevant pages of the site diaries to the office of the Depot Engineer for payment.

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ANNEXURE C

**COMPLIANCE WITH THE REQUIREMENTS OF THE SCOPE OF
WORK (page 1 of 2)**

I, _____ (insert name of Director or as per Authority Resolution
from Board of Directors)

of _____ (insert name of Company)

Hereby acknowledges having read, understood and agree to the requirements of the
scope of work described in this tender document.

Signed this on day _____ at

Signature

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