

**FREIGHT RAIL**

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

An authorized Financial Services Provider – FSP 18828

REQUEST FOR PROPOSAL [RFP]

RFP FOR THE REPAIR AND UPGRADE OF EXISTING TRANSNET BOUNDARY FENCE BETWEEN VIERFONTEIN AND ORKNEY STATIONS

RFP NUMBER : BFX/10101
ISSUE DATE : 20 November 2012
CLOSING DATE : 4 December 2012
CLOSING TIME : 10:00
BID VALIDITY PERIOD: 4 March 2013

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
FRC	Further Recognition Criteria
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
NGP	New Growth Path
OD	Transnet Operating Division
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Service Provider Development
SME	Small Medium Enterprise
SOC	State Owned Company
ST&C	Standard Terms and Conditions
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

RFP FOR THE REPAIR AND UPGRADE OF EXISTING TRANSNET BOUNDARY FENCE BETWEEN VIERFONTEIN AND ORKNEY STATIONS**Section 1: NOTICE TO BIDDERS****1 PROPOSAL REQUEST**

Responses to this RFP [hereinafter referred to as a **Proposal** or **Proposals**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **Entity** or **Respondent**] to supply the aforementioned requirement(s) to Transnet.

On or after 20 November 2012, the RFP documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg, on payment of an amount of R250,00 (inclusive of VAT) per set. Payment is to be made as follows:

Bank:	Standard Bank
Account Number:	203158598
Branch:	Braamfontein
Branch code:	004805
Account Name:	Transnet Limited Head Office
Reference:	RFQ BFX/10101

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFP documents and submitted with your Proposal.

RFP documents will only be available until 15h00 on Friday on 23 November 2012

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

2 FORMAL BRIEFING

A compulsory pre-proposal site meeting and RFP briefing will be conducted at Vierfontein Station on the 26 November 2012, at 11h00 for a period of ± 1 hour. [Respondent to provide own transportation and accommodation].

- 2.1 A Certificate of Attendance in the form set out in Section 14 hereto must be completed and submitted with your Proposal.
- 2.2 Respondents failing to attend the compulsory site meeting and/or RFP briefing will be disqualified.
- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting and/or RFP briefing.
- 2.4 The briefing session will start punctually at 11h00 and information will not be repeated for the benefit of Respondents arriving late.

3 PROPOSAL SUBMISSION

Proposals **in duplicate** must reach the Secretary, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFP No : BFX/10101

Description : Repair and upgrade of existing Transnet boundary fence between Vierfontein and Orkney stations

Closing date and time: 4 December 2012, 10h00

Closing address : *[Refer options in paragraph 4 below]*

4 DELIVERY INSTRUCTIONS FOR RFP

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington road, Parktown, Johannesburg, and should be addressed as follows:

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Acquisition Council and a signature obtained from that Office.

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

- 4.3 Please note that this RFP closes punctually at 10:00 on Tuesday 4 December 2012.

- 4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.7 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.8 Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 23 [*Alterations made by the Respondent to Tendered Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. Transnet will accordingly allow "preference" points to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective Service Providers to submit Proposals for its various expenditure programmes, it urges Respondents [*Large Enterprises and QSE's - see below*] to have themselves accredited in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. As from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**];
or
- b) Registered auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

5.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or registered auditors based on the following:

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

- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
- Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
- EMEs are exempted from B-BBEE accreditation
 - Automatic rating of Level 4 B-BBEE irrespective of race or ownership
 - Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE
 - EME's should provide documentary proof of annual turnover [i.e. annual financials signed off by an accounting officer] plus proof of Black ownership if Black ownership is greater than 50% and/or Black Women ownership is greater than 50%

Respondents will be required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs].

N.B. Failure to do so will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your entity's annual turnover for the past year:

R_____

All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as Annexure A.

5.2 Joint Ventures and Subcontractors

In addition to the above, Respondents who wish to enter into a Joint Venture with, or subcontract portions of the contract to, B-BBEE entities must state in their RFPs, the percentage of the total contract value that will be allocated to such B-BBEE entities, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Annexure A.

Please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

5.3 B-BBEE Registration

In addition to the accreditation certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>

5.4 Further Recognition Criteria

Transnet encourages its 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 5.1 above, in addition to such scoring, a further **10% [ten per cent]** will be allocated to a Respondent's score based on the "Further Recognition Criteria" [FRC] on an ascending scale. This will be calculated based on the extent to which the Respondent commits to meet and/or exceed the minimum compliance targets with its proposed target score to be achieved during the contract period.

Respondents are required to submit their Further Recognition Criteria with their Proposals. [Refer Section 17 for further instructions]

5.5 Service Provider Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's New Growth Path policy through its facilitation of Service Provider Development [SD] initiatives.

6 COMMUNICATION

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

6.1 For specific queries relating to this RFP, a Bid Clarification Request Form should be submitted, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents need to indicate by email their intention to respond to this RFP by informing Transnet of their contact details as soon as possible but on or before 3 days prior the closing date to prudence.nkabinde@transnet.net.

6.2 After the closing date of the RFP, a Respondent may communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 544 9486, email prudence.nkabinde@transnet.net or facsimile number 011 774 9186 on any matter relating to its RFP Proposal.

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

7 INSTRUCTIONS FOR COMPLETING THE RFP

7.1 Sign one set of documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.

7.2 Both sets of documents to be submitted to the address specified in paragraph 4 above.

7.3 All returnable documents listed [✓] in the Proposal Form [Section 4] must be returned with your Proposal.

8 COMPLIANCE

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

9 ADDITIONAL NOTES

- 9.1 All returnable documents as indicated in the Proposal Form [Section 4] must be returned with the response.
- 9.2 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.3 The person or persons signing the Proposal must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. A list of those person(s) authorised to negotiate on your behalf [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 9.4 Transnet would prefer not to do business with any agents [“middlemen”] who do not add significant value to the supply chain. In such instances Transnet will endeavour to contract directly with the overseas and / or local OEMs [Original Equipment Manufacturers].
- 9.5 Transnet may wish to visit the Respondent’s place of manufacture/workshop/premises during this RFP process.
- 9.6 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet’s option, any evaluation criteria listed in this RFP document.
- 9.7 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**

10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFP’s Services and request Respondents to re-bid on any changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline;

- 10.4 not necessarily accept the lowest priced Proposal;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Service Provider; or
- 10.10 make no award of a contract.
- 10.11 preference will be given to locally based Service Providers

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate in Section 11 [*Breach of Law*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**Transnet urges its clients, Service Providers and the general public
to report any fraud or corruption on the part of Transnet employees to
TIP-OFFS ANONYMOUS : 0800 003 056**

RFP FOR THE REPAIR AND UPGRADE OF EXISTING TRANSNET BOUNDARY FENCE BETWEEN VIERFONTEIN AND ORKNEY STATIONS**Section 2: SCOPE OF REQUIREMENTS****2. Description of work**

- 2.1 Repair, replace and upgrade the existing Transnet Boundary Fence between Vierfontein station and Orkney station.
- 2.1.1 Repair and or replace fence with an 8 strand barbed wire fence according to annexure A.
- 2.1.1.1. Barbed wire should be strained to the satisfaction of the Technical Officer.
- 2.1.1.2. Fixing of strained barbed wire to the corner and gate posts: The strained barbed wire should be secured by turning the barbed wire 2 (two) times around the post and wrapping the free ends 6 times around the straining wire.
- 2.1.1.3. Barbed wire may be joined by means of a loop not more than 15mm in diameter at the end of one straining barbed wire, linked into a similar loop in the other wire. The free ends of both wires shall be wrapped 6 times tightly around their respective wires.
- 2.1.1.4. Where barbed wire is to be fixed to straining posts, Y-profile standard or Y-profile steel droppers the fixing shall consist of a single strand, 2mm fully galvanized, binding wire wrapped 6 times tightly around the wire to be fixed, passed two times around the post, Y-Profile standard or steel dropper and again wrapped 6 times tightly around the wire to be fixed.
- 2.1.1.5. Specification of barbed wire.
Barbed wire should be Kalahari 1: 3,25mm x 2,5mm fully galvanized.
- 2.1.1.6. Where trees and shrubs obstruct the fencing, it should be removed in order that the fence can be correctly aligned. A clear area of 1 meter on each side of the fence is to be provided.
- 2.1.1.7. Where necessary, the natural vegetation must be cleared and the ground surface be evened out, in order to make allowance for 100mm clearance between the ground and the bottom most strand.
- 2.1.2. Corner Posts:
- 2.1.2.1. Corner posts to be planted at the end of each boundary as well as where boundaries merge. See annexure A.
- 2.1.2.2. Foundation for corner posts, gate posts and stays should be 450mmx450mmx900mm deep and should be planted by using a concrete mix of 1 unit of cement to 3,5 units of sand.
At least 3 days should be allowed for the concrete to set.
- 2.1.2.3. Corner posts to be 2,1meter long, 100mm diameter, 2mm thick tubing and fully

- galvanized.
- 2.1.3. Straining Posts:
- 2.1.3.1. Straining posts to be planted 100meter apart.
- 2.1.3.2. Foundation for straining posts as described in clause 2.1.2.2.
- 2.1.3.3. Straining posts to be 2,1meter long, 75mm diameter, 2mm thick tubing and fully galvanized.
- 2.1.3.4. Fixing of strained barbed wire to straining posts, see clause 2.1.1.4.
- 2.1.4. Stays:
- 2.1.4.1. At corner posts 2 (two) stays should be used and where boundaries merge 3 (three) stays should be used, each on its respective line.
- 2.1.4.2. Foundation for stays. See clause 2.1.2.2.
- 2.1.4.3. Stays to be 2,1meter long, 50mm in diameter, 2mm thick tubing and fully galvanized.
- 2.1.4.4. Stays to be bolted to corner posts, gate posts and straining posts by 10mm diameter bolt and nut with 2 washers.
- 2.1.5. Y-Type Standards:
- 2.1.5.1. Y-type standards to be planted 10 meter apart.
- 2.1.5.2. Y-type standards to be 1,85meter long, 3,7kg., mittal type.
- 2.1.5.3. Fixing of straining wire to Y-type standard's. See clause 2.1.1.4.
- 2.1.6. Y-Type steel droppers:
- 2.1.6.1. Y-type steel droppers to be placed 2,5meter apart.
- 2.1.6.2. Y-type steel droppers to be 1,2meter long.
- 2.1.6.3. Fixing of strained barbed wire to y-type steel droppers. See clause 2.1.1.4.
- 2.1.7. Gate Posts:
- 2.1.7.1. Gate Posts to be planted on each side of the gate opening. (Annexure: Item 2.d)
- 2.1.7.2. For the foundation see clause 2.1.2.2.
- 2.1.7.3. Gate posts to be 2,1meter long, 100mm diameter, 2mm thick tubing and fully galvanized.
- 2.1.8. Stays: See clause 2.1.4.
- 2.1.9. Gates:
- 2.1.9.1. Gates to be fitted to gate posts.
- 2.1.9.2. Clearance between bottom of gate and ground surface should be 100mm. See clause 2.1.1.7. for preparation.
- 2.2. Erecting of 3D ZA Panel Fencing:
- 2.2.1. Panels:

- 2.2.1.1. Description: 3510 Single skin 3DZA panels 3050mm wide by 2000mm height with rectangular mesh.
- Mesh panels with 4 (FOUR) bends per panel.
 - Wire 3mm diameter.
 - Coating: Zincalu super coated to SANS 10244-2:2003 specification.
- 2.2.1.2. Panels mounted between the IPE posts by using eight (8) stainless steel spider fixators fastened to the posts by M8x40mm stainless steel counter sink headed, square shank bolts, two M8 25x2mm stainless steel washers and M8 stainless steel shearnuts.
- 2.2.1.3. One spider fixator at the top and one at the bottom of the panel and 6 (six) spider fixator's evenly spaced in between the top and bottom spider fixator's.
- 2.2.2. Posts:
- 2.2.2.1. Hot dipped galvanized, extra secure IPE posts, 2,6meter long, 100x55mm and 2mm web thickness.
- Before galvanising, pre-drilled each post with 8 (eight) holes for 8 mm diameter bolts to fasten the spider fixators to the posts.
- 2.2.2.2. Pitch in between posts to be $3050\text{mm} + 14\text{mm} = \mathbf{3064\text{mm}}$.
- 2.2.2.3. Foundation for Posts:
- Foundation for the posts should be 450mmx450mm and 600mm deep and should be planted by using a concrete mix of 1 unit of cement to 3,5 units of sand.
- 2.3. Repair Existing Bonnox Fence:
- 2.3.1. Where necessary corner, straining, stays, Y-Type standards and y-type steel droppers to be provided.
- 2.3.2. Y-Type steel droppers to be 1,4 meter long and spaced 2,5 meter apart.
- 2.3.3. Two (2) strings of barbed wire to be strained as follow.
- One straining wire on top of the bonnox fence to hold up the bonnox fence.
 - One Staining wire 100mm above the first straining wire.
- 2.3.4. Both strings of strained barbed wire to be fastened to the Y-type standards and steel droppers as described in clause 2.1.1.4.
- 2.4. Level Crossings:
- 2.4.1. Provide 8 inner and 16 outer cattle guards at level crossings.
- 2.4.2. Posts with stays to be planted at the outer side of each outer cattle guard. Clause 2.1.2.2(posts) and Clause 2.1.4 (stays).

3. THE SITE

Access to the sites will be via the Transnet service roads. The key for gates in the service road can be obtained from the Technical Officer, but must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.

No Transnet property like sleepers, rails, fencing, cables and ballast stone are to be removed from the site.

The repairs of any damages to the Transnet fencing/railway lines, Eskom power lines and Telkom will be for the Contractors account. The Contractor must arrange for the damage to be repaired within one day. Alternatively these costs will be deducted from the tendered amount, and Transnet will arrange for the repair of the damage.

4. TO BE SUPPLIED BY TRANSNET:

N/A

5. TO BE SUPPLIED BY THE CONTRACTOR

The Contractor is responsible to supply his own **equipment, transport and labour.**

The **Contractor must also provide the following material:**

- Barbed wire as specified in clause 2.1.1.5.
- Corner and Gate posts as specified in clause 2.1.2.3.
- Straining posts as specified in clause 2.1.3.3.
- Stays as specified in clause 2.1.4.3.
- Y-Type Standards as specified in clause 2.1.5.2.
- Y-Type steel droppers as specified in clause 2.1.6.2 and clause 2.2.3.2.
- 3DZA Panels as specified in clause 2.2.
- Posts as specified in clause 2.2.2.1.
- Binding wire as specified in clause 2.1.1.4.
- Concrete mix as specified in clause 2.1.2.2.
- Farm gates as specified in clause 2.1.9.

The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing.

The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for

example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.

Both the site diary and site instruction books mentioned shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.

All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.

The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd part suppliers/Manufacturers.

The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.

The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

6. PROGRAM FOR THE EXECUTION OF THE WORK

It is required of the successful Tenderer to commence work two weeks after the tender closing date and is to be completed within 10 (ten) weeks.

Programme of work : To be submitted by successful Contractor
 Format : Bar chart
 Information : How work is going to be executed and commissioned

7. SAFETY

The Contractor is reminded that working adjacent to railway lines is hazardous and has to be treated as such. The Contractor must ensure that all employees are equipped with **luminous vests or jackets, steel toe boots and gloves**. Open fires are not allowed on site. Any fires that may occur should be extinguished immediately at own costs. Any claims due to fire caused by the Contractor will be for his account.

The Contractor must submit a safety plan and must adhere to this plan at all times. The workers must wear their PPE at all times while on site.

8. PENALTY CLAUSE

In the event that the Contractor does not complete the work within the period agreed upon, a penalty of **R3 000,00** (VAT incl.) per calendar day will be deducted from the contract payment.

9. INSURANCE OF WORKS

The Contractor shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the works.

The Contractor shall, in his interests, obtain insurance of his own site establishment, materials, plant, equipment and tools, as well as insurance for his motor vehicles and the common law

liabilities of the Contractor as an employer. The contractor shall also have insurance for public liability.

10. FINAL INSPECTION OF THE WORK

Inspection of the work will be done within seven working days after the Contractor has notified the Technical Officer of Transnet in writing that the work has been completed. If the work is found to be satisfactory, the Contractor will be allowed to submit a tax invoice together with the job order.

11. MEASUREMENTS AND PAYMENT

Measurement of the work will be calculated per complete metre of fencing constructed.

Payment will be made as follows: One payment after completion of 50% of the work and the final payment after completion of the work.

12. TEMPORARY CAMPS

No campsites or accommodation will be available to the Contractor on Transnet premises. The Contractor must arrange for all facilities needed and these costs must be included in the tender price.

13. POLLUTION PREVENTION

According to the Environmental Management System of the Bloemfontein Infra Depot, pollution must be prevented as far as possible. Where pollution occurs due to the negligence of the Contractor, he/she will be responsible for corrective actions or he/she will be held liable for corrective actions required.

14. QUALITY AND INSPECTION

Transnet Freight Rail shall inspect the material, methods and equipment of the Manufacturer or successful Contractor under contract on site.

Transnet Freight Rail shall inspect the site at regular intervals to ensure conformity.

1 GENERAL INFORMATION

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

2 NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Accepted:

YES	
------------	--

NO	
-----------	--

3 SERVICE LEVELS

- 3.1 An experienced national account representative(s) is required to work with Transnet's sourcing/procurement department. [No sales representatives are needed for individual department/locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 3.2 Transnet will have quarterly reviews with the Service Provider's account representative on an on-going basis.
- 3.3 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.4 The Service Provider guarantees that it will achieve a 95% service level on the following measures. If the Service Provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
 - a)
 - b)
 - c) on time deliverables
- 3.5 Service Provider must provide a telephone number for customer service calls.
- 3.6 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider.

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

4 RISK

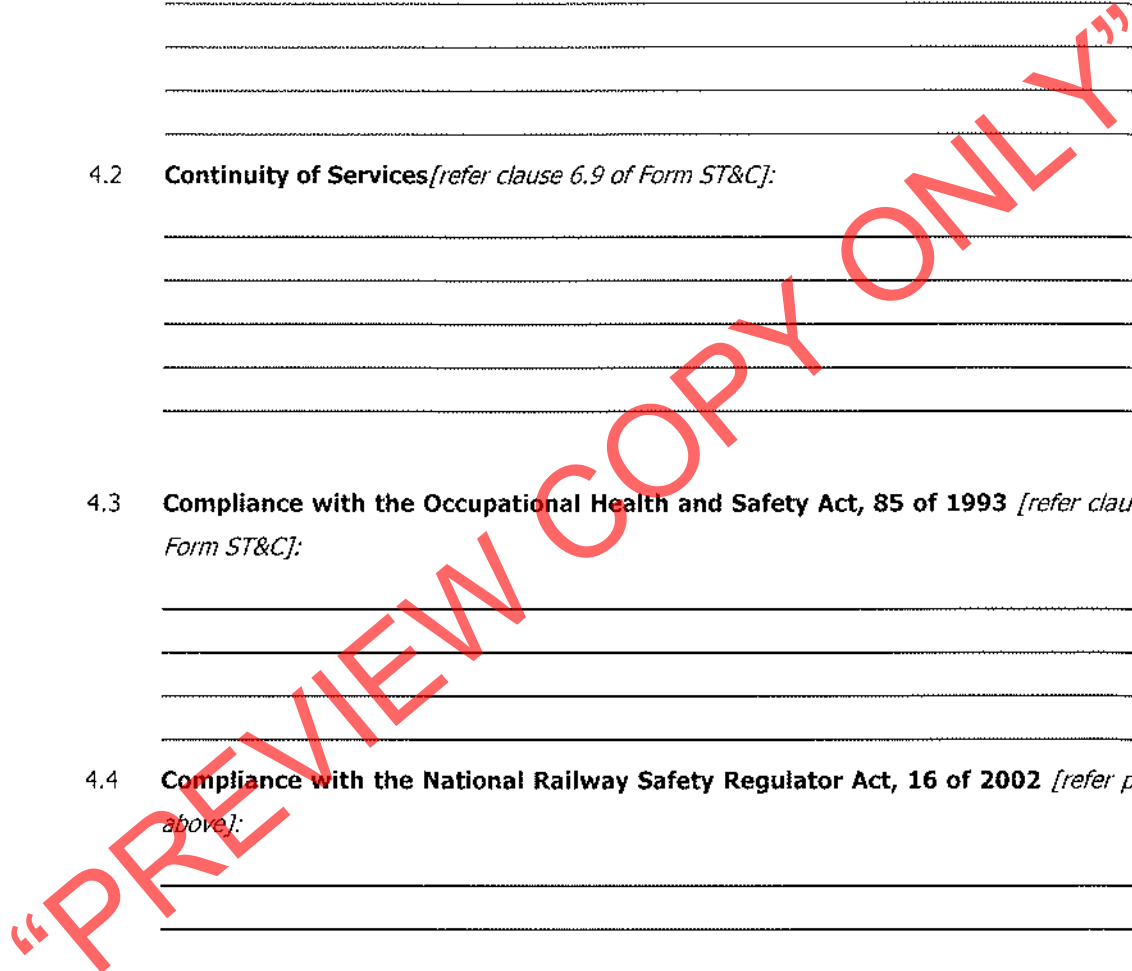
Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

4.1 Quality of Services required:

4.2 Continuity of Services *[refer clause 6.9 of Form ST&C]:*

4.3 Compliance with the Occupational Health and Safety Act, 85 of 1993 *[refer clause 8.1(f) of Form ST&C]:*

4.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002 *[refer paragraph 2 above]:*



5 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:

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

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.....
Respondent's Signature

.....
Date & Company Stamp

6 EVALUATION CRITERIA

The evaluation will have a 2 phased approach. Phase 1 will be a disqualifying phase and those that comply, will progress to be competitively evaluated in phase 2. Minimum criteria for progressing from phase 1 to phase 2 is detailed below: (Transnet will apply the following criteria; not necessarily in this order, phase 1 of the evaluation)

PHASE 1.

- Company to be a recognized manufacturer and erector of concrete Pallsade fencing

PHASE 2

- Completion period (10 weeks)
- Risk and Safety plan
- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value TRANSNET's business
- BBBEE status of company
- Further Recognition ~ Business with > 50 % Black Ownership
 - ~ Business with > 30 % Black women Ownership
 - ~ Is your business a QSE/EME

Note: Transnet reserves the right to conduct post-tender negotiations with the preferred Respondent(s)

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RFP FOR THE REPAIR AND UPGRADE OF EXISTING TRANSNET BOUNDARY FENCE BETWEEN VIERFONTEIN AND ORKNEY STATIONS

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are to complete the table below:

12 PRICE LIST

Item	Description	Un	Qty	Rate	Price
A	Vierfontein to Orkney				
1	Erecting 8 strand barbed wire fence. Clause: 2.1.1.	P/meter	10400		
2	Corner posts. Clause:2.1.2	Each	54		
3	Straining Posts. Clause:2.1.3.	Each	120		
4	Stays. Clause:2.1.4.	Each	312		
5	Y-Type Standards: Clause:2.1.5.	Each	900		
6	Y-Type Steel Droppers. Clause:2.1.6.	Each	4200		
7	Gate Posts. Clause: 2.1.7:	Each	8		
7.1	Farm Gates: Clause: 2.1.9:	Each	5		
8	Erecting of 3D ZA Panel Fencing. Clause:2.2.	P/meter	8300		
8.1	High Security Panel Fence: Panel 3048mm (w) x 2000mm (h).	Each	2731		
8.2	100x55IPE Post HDG ETO 2600mm (h).	Each	2740		
8.3	Fence Bracket (Spider Fixator)	Each	43840		
8.4	M8x40mm S/Steel Bolts	Each	21920		
8.5	M8x25x2mm Washers	Each	43840		
8.6	M8 Shear nuts	Each	21920		
9	Repair/Straightened bonnox fence. Clause:2.3.	P/meter	1000		
10	Level Crossings. Installation of Cattle Guards:Clause:2.4.	Each	24		
Total Price (Excl. VAT)			R		

Total amount in words:.....(Excl. VAT)

Respondent's Signature

Date & Company Stamp

RFP FOR THE REPAIR AND UPGRADE OF EXISTING TRANSNET BOUNDARY FENCE BETWEEN VIERFONTEIN AND ORKNEY STATIONS

Section 4: PROPOSAL FORM

I/We _____

[name of entity, company, close corporation or partnership]

of *[full address]*

carrying on business under style or title of *[trading as]* _____

represented by _____

in my capacity as _____
being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ *[if any]* and the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Terms and Conditions of Contract [Form ST&C – Services];
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty [details to be negotiated] against us should the delivery of the Services be delayed due to non-performance by ourselves.

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the

Respondent's Signature

Date & Company Stamp

jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [the Service Provider] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Service Provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 90 [ninety] days [from closing date] against this RFP.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

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

YES	
-----	--

NO	
----	--

RETURNABLE DOCUMENTS AND SCHEDULES

Respondents are required to submit the following returnable documents and schedules with their responses [see √].

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent:

SECTION 1 : Notice to Bidders	√
- ANNEXURE A : B-BBEE Preference Points Claim Form	√
SECTION 2 : Background, Overview and Scope of Requirements	√
SECTION 3 : Pricing & Delivery Schedule	√
SECTION 4 : Proposal Form	√
SECTION 5 : Vendor Application Form	√
- Original or certified cancelled cheque or bank verification of banking details	√
- Certified copies of IDs of shareholder/directors/members [as applicable]	√
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	√
- Certified copy of share certificates [CK1/CK2 if CC]	√
- Entity's letterhead	√
- Original Tax Clearance Certificate	√
- Certified copy of VAT Registration Certificate	√
- Certified copy of Company Registration Certificate	√
- Certified Valid B-BBEE Accreditation Certificate [Large Enterprises and QSEs]	√
- Annual financials signed off by an accounting officer [EMEs]	√
SECTION 6 : Signing Power - Resolution of Board of Directors	√
SECTION 7 : Certificate of Acquaintance with RFP Documents	√
SECTION 8 : General Bid Conditions – Services	√
SECTION 9 : Standard Terms and Conditions of Contract	√
SECTION 10 : RFP Declaration Form	√
SECTION 11 : Breach of Law	√
SECTION 12 : Bid Clarification Request Form	√
SECTION 13 : Service Provider Code of Conduct	√
SECTION 14 : Certificate of attendance of Site Meeting / RFP Briefing	√
SECTION 15 : Non-Disclosure Agreement	√
SECTION 16 : Further Recognition Criteria	√
SECTION 17 : E4B – Minimum Communal Health Requirements	√
SECTION 18 : E4E – Safety arrangements and Procedural compliance	√
SECTION 19 : BBD8210 Version 1 – E7/1 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment	√
Risk and safety plan	√

Failure to provide all the above-referenced returnable documents marked with a [✓] will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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 B-BBEE Accreditation Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the **Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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By signing the RFP documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2012

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

TELEPHONE: _____

CELL PHONE: _____

FACSIMILE: _____



RFP FOR THE REPAIR AND UPGRADE OF EXISTING TRANSNET BOUNDARY FENCE BETWEEN VIERFONTEIN AND ORKNEY STATIONS



Section 5: SUPPLIER DECLARATION FORM

Supplier Declaration Form

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

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

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
Does Your Company Provide	Products		Services		Both		
Area Of Delivery	National		Provincial		Local		
Is Your Company A Public Or Private Entity	Public			Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes			No			

Respondent's Signature

Date & Company Stamp

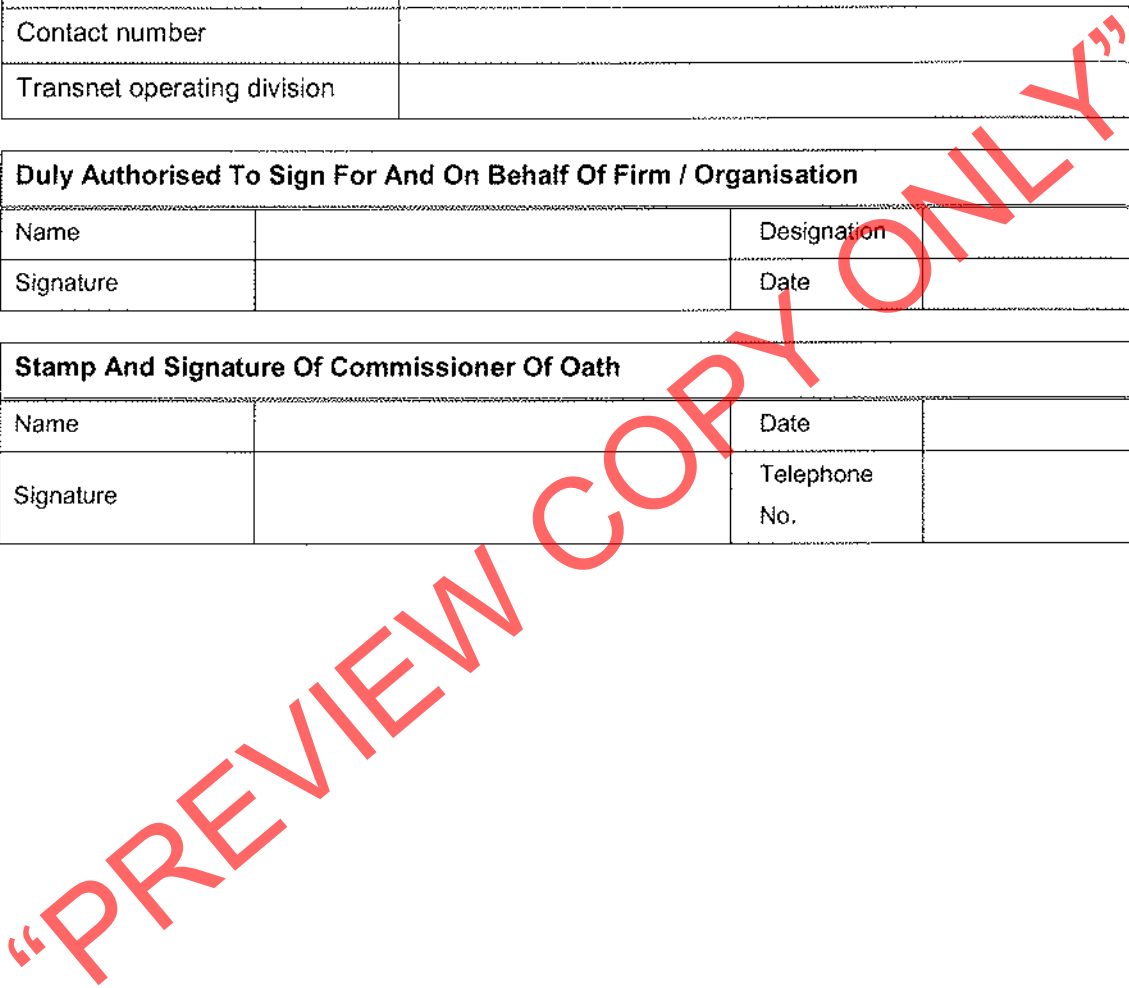
Main Product Or Service Supplied (E.G.: Stationery/Consulting)	
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BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ			Permanent	Part time	

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	



RFP FOR THE REPAIR AND UPGRADE OF EXISTING TRANSNET BOUNDARY FENCE BETWEEN VIERFONTEIN AND ORKNEY STATIONS

Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Proposals and/or Agreements for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

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