

TRANSNET



freight rail

A Division of Transnet SOC Limited Registration number 1990/00900/30

**REQUEST FOR
PROPOSAL**

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KBY/52252

KBY_10378

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301

**TRANSNET REAL ESTATE MANAGEMENT**an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]**FOR THE PROVISION OF LAYING OF INTERLOCKING BLOCKS TO GRAVEL ROAD,ALEX
(6000M2) ASSET NUMBER NO.08DB008K**

RFP NUMBER KBY/52.52
ISSUE DATE: 16 JULY 2013
CLOSING DATE: 13 AUGUST 2013
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 90 days from Closing Date

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SCHEDULE OF BID DOCUMENTS

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RFP ANNEXURES:

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RFP APPENDICES:

APPENDIX (i) GENERAL BID CONDITIONS

APPENDIX (ii) TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET

APPENDIX (iii) SPECIFICATIONS

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SME	Small Medium Enterprise
SOC	State Owned Company
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

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**RFP FOR THE PROVISION OF
FOR THE PROVISION OF LAYING OF INTERLOCKING BLOCKS TO GRAVEL ROAD,ALEX
(6000M2) ASSET NUMBER NO.08DB008K**

Section 1 : NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**] for the provision of **FOR THE PROVISION OF LAYING OF INTERLOCKING BLOCKS TO GRAVEL ROAD,ALEX (6000M2) ASSET NUMBER NO.08DB008K** to Transnet.

On or after **16 JULY 2013**, the RFP documents may be inspected at, and are obtainable from the office of the Secretariat, Room 1, SUPPLY CHAIN SERVICES,PROPERTY MANAGEMENT BUILDING,AUSTEN STREET BEACONSFIELD,KIMBERLEY, 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:	00 237 3963
Branch:	Braamfontein
Branch code:	004805
Account Name:	Transnet Limited Head Office
Reference:	KBY 52252

NOTES –

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

RFP documents will only be available for collection before 16:00 on 25 July 2013. Therefore payment must be effected prior to the deadline for collection.

N.B: Pursuant to note (b) above, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.

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

A compulsory pre-proposal RFP briefing will be conducted at The Property Management Boardroom, Austen Street, Beaconsfield, Kimberley on 30 July 2013, at 10:00 for a period of ± 2hours. [Respondents to provide own transportation and accommodation].

- 1.2 *A Certificate of Attendance in the form set out in Section hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.*
- 1.3 *Transnet will not be held responsible if any Bidder who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.*
- 1.4 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 1.5 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
- 1.6 The briefing session will start punctually at 10:00 and information will not be repeated for the benefit of Respondents arriving late.

2 PROPOSAL SUBMISSION

Proposals must reach the Secretariat, 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: KBY/52252
 Description: **FOR THE PROVISION OF LAYING OF INTERLOCKING BLOCKS TO GRAVEL ROAD, ALEX (6000M2) ASSET NUMBER NO.08DB008K**

Closing date and time: **30 July 2013 at 10:00**
 Closing address: [Refer to options in paragraph 4 below]

3 DELIVERY INSTRUCTIONS FOR RFP

3.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at , and should be addressed as follows:

THE CHAIRPERSON
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
 CARLTON CENTRE
 TENDER BOX
 21 WELLINGTON ROAD
 PARKTOWN
 JOHANNESBURG 2001

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.

3.2 Dispatch by courier

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

THE CHAIRPERSON
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
 CARLTON CENTRE
 TENDER BOX
 21 WELLINGTON ROAD
 PARKTOWN
 JOHANNESBURG 2001

- 3.3 Please note that this RFP closes punctually at **10:00 on Tuesday 13 August 2013**.
- 3.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- 3.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 3.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 3.7 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.
- 3.8 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.
- 3.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [*Alterations made by the Respondent to Bid Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

4 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 enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

The Department of Trade and Industry [**DTI**] is currently in the process of reviewing the B-BBEE Codes of Good Practice [Code Series 000]. Transnet reserves the right to amend this RFP in line with such reviews and/or amendments once they have come into effect. Transnet furthermore reserves the right to adjust the thresholds and evaluation processes to be aligned with such changes which may be issued by the DTI after the issue date of this RFP.

4.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 90 points and preference which will be allocated 10 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFP will be cancelled.
- The 90/10 preference point system applies where acquisition of the Services will exceed R1 000 000.00.
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFP will be cancelled.

The **90/10** preference point system is applicable to this RFP.

When Transnet invites prospective service providers to submit Proposals for its various expenditure programmes, it requires Respondents [*Large Enterprises and QSE's - see below*] to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification 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.

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]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership

- Black³ ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate [which may be in the form of a letter] from an auditor, accounting officer or a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, Black ownership / Black female ownership and B-BBEE status level.

Respondents are 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 a certificate in respect of EMEs].

In this RFP, Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Section 14** for further details].

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, 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 **Section 14**.*

4.2 **B-BBEE Joint Ventures, Consortiums and/or Subcontractors**

In addition to the above, Respondents who would wish to enter into a Joint Venture [**JV**] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their RFPs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Section 14.

a) **JVs or Consortiums**

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

³ **Black** means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

(i) Incorporated JVs/Consortiums

As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

(ii) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFP in particular.

b) **Subcontracting**

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five 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."

4.3 **B-BBEE Registration**

In addition to the Verification 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 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.

5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before **10:00 on 30 July 2013**, 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 are required 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 **10:00 on 30 July 2013** to TAC.SECRETARIAT@transnet.net.

5.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 308 3528/3522, email TAC.SECRETARIAT@transnet.net or facsimile number 011 308 3967 on any matter relating to its RFP Proposal.

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

6 INSTRUCTIONS FOR COMPLETING THE RFP

- 6.1 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy.
- 6.2 The documents are to be submitted to the address specified in paragraph 3 above.
- 6.3 All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.

7 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.

8 ADDITIONAL NOTES

- 8.1 Changes by the Respondent to its submission will not be considered after the closing date.
- 8.2 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 behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 8.3 Bidders who fail to submit a duly completed and signed RFP Declaration Form [Section 10] will not be considered.
- 8.4 Transnet will not do business with companies involved in B-BBEE fronting practices.
- 8.5 Transnet may wish to visit the Respondent's place of business during this RFP process.
- 8.6 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.
- 8.7 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.

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

9 DISCLAIMERS

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

- 9.1 modify the RFP's Services and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 9.4 not necessarily accept the lowest priced Proposal;
- 9.5 reject all Proposals, if it so decides;
- 9.6 withdraw the RFP on good cause shown;
- 9.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 9.9 split the award of the contract between more than one Service Provider; or
- 9.10 make no award of a contract.

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.

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

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

10 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.

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Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS : 0800 003 056

**RFP FOR THE PROVISION OF
FOR THE PROVISION OF LAYING OF INTERLOCKING BLOCKS TO GRAVEL ROAD,ALEX
(6000M2) ASSET NUMBER NO.08DB008K**

Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

2 EXECUTIVE OVERVIEW

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

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

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

3 SCOPE OF REQUIREMENTS

4 GENERAL SERVICE PROVIDER OBLIGATIONS

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

5 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 16 *[Exchange and Remittance]* of the General Bid Conditions appended hereto. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or service provider, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

- 5.1 ZAR 1.00 [South African currency] being equal to _____ *[foreign currency]*
- 5.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet
- 5.3 _____ *[Name of country to which payment is to be made]*
- 5.4 Beneficiary details:
- Name *[Account holder]* _____
- Bank *[Name and branch code]* _____
- Swift code _____
- Country _____
- 5.5 _____ *[Applicable base date of Exchange Rate used]*

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

6 SERVICE LEVELS

- 6.1 An experienced account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 6.2 Transnet will have regular reviews with the Service Provider's account representative on an on-going basis.
- 6.3 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.

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

- a) Random checks on compliance specifications
- b) On-time deliverables

- 6.4 The Service Provider must provide a telephone number for customer service calls.

9 FINANCIAL STABILITY

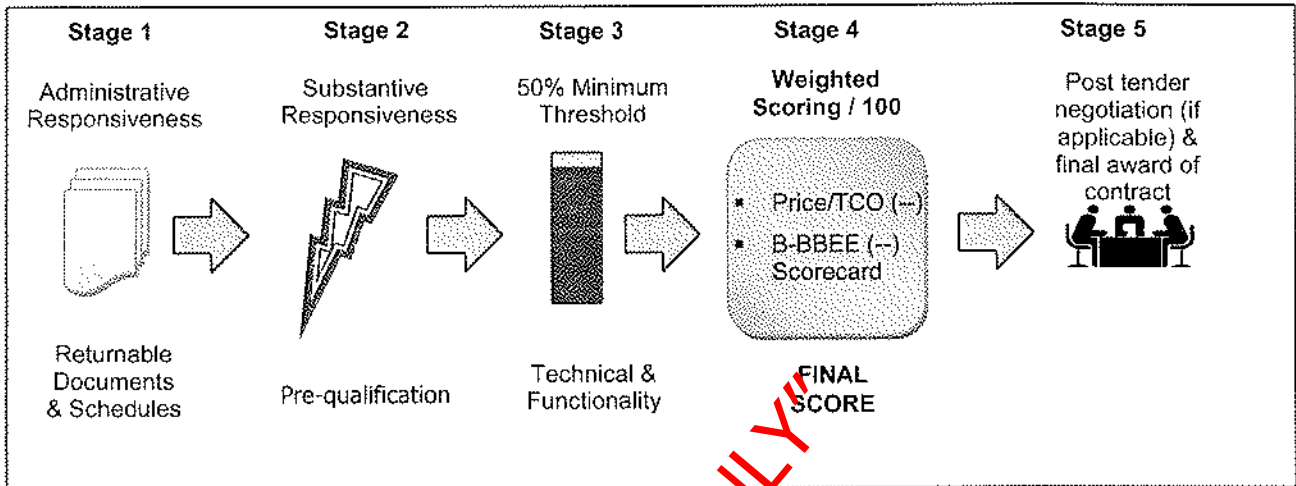
Respondents are required to submit their audited financial statements for the past 3 years with their Proposal in order to enable Transnet to establish financial stability.

188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

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10 PRE-QUALIFICATION AND EVALUATION METHODOLOGY AND CRITERIA

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



10.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	Section 1 paragraph 3
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	Section 4
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	Section 4, page 24 and 25

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

10.2 STAGE TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Pre-Qualification Criteria	RFP Reference
<ul style="list-style-type: none"> Whether any pre-qualification criteria set by Transnet, have been met 	Section 1 paragraphs 2.2, 6, 10.3 Section 4 – validity period Appendix (i), General Bid Conditions clause 19 Sections 10, 11
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	Section 3

Pre-Qualification Criteria	RFP Reference
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Entity's financial stability 	<i>Audited financial statements, Section 2 paragraph 193</i>

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

10.3 STAGE THREE: Test Minimum Threshold 50% for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Pre-Qualification Criteria	% Weightings	RFP Reference
• Compliance to specification	20	<i>Section 2, paragraph 7</i>
• Fit for purpose	20	<i>Section 2, paragraph 7</i>
• Risk/safety plan	20	<i>Section 2, paragraph 8</i>
• Technical capacity / resources	20	<i>Section 2, paragraph 4</i>
• Delivery/ schedule	20	<i>Section 2 [Scope of Requirements]</i>
Total Weighting:	100%	
Minimum qualifying score required:	90	

The minimum threshold for Stage Three pre-qualification criteria must be met or exceeded for a Respondent's Proposal to progress to Stage Four for final evaluation

a) Broad-Based Black Economic Empowerment criteria

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form *[Section.....]*
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20

2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

10.4 **SUMMARY: Pre-Qualification Threshold and Final Evaluated Weightings**

Pre-Qualification Criteria	Minimum Threshold [%]
Technical / functionality	90

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

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

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**RFP FOR THE PROVISION OF
FOR THE PROVISION OF LAYING OF INTERLOCKING BLOCKS TO GRAVEL ROAD,ALEX
(6000M2) ASSET NUMBER NO.08DB008K**

Section 3 : PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Ref No	Description of Service	Unit	QTY	RATE	TOTAL [ZAR]
1.1	P & G Site establishment	Job	1		
1.2	Risk, Health and Safety	Job	1		
2.1	Gravel road to be filled, levelled, graded and compacted before laying paving blocks 400 x 4m wide	m ²	1600		
2.2	Lay of intelock paving blocks 80 mm thick 400*4.0m wide	m ²	1600		
2.3	Kerb blocks lay in concrete	m	804		
3	Form speed bumps every 200m	ea	2		
4	Speed and hump boards and 40km/h on a 50mm post planted 0.400 x 0.400 x 0.600 mm	ea	8		
5	Provide and lay 100mm steel sleeve pipes 900 mm under top of block	ea	4		
6	Painting of chevron stripes on speed humps	ea	2		
TOTAL PRICE, exclusive of VAT:					<input type="text"/>

VAT
Total

Notes to Pricing:

Prices must be quoted in South African Rand, exclusive of VAT

- a) Prices quoted must be held valid for a period of 90 days from closing date of this RFP
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

- d) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 12 months, and if so which proposed adjustment factor(s) would be utilised

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**RFP FOR THE PROVISION OF
FOR THE PROVISION OF LAYING OF INTERLOCKING BLOCKS TO GRAVEL ROAD,ALEX
(6000M2) ASSET NUMBER NO.08DB008K**

Section 4 : PROPOSAL FORM

I/We _____
[name of entity, company, close corporation or partnership]
of [full address]

_____ carrying on business trading/operating as _____
represented by _____
in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to provide 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) Terms and Conditions of Contract - 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/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision 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 against us should the delivery of the Services be delayed due to non-performance by ourselves.

Respondent's Signature

Date & Company Stamp

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

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

Name of Entity: _____
Facsimile: _____
Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [the **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 this RFP is to be treated with strict confidence. In this regard Respondents are required to complete and return a signed copy of the Non-Disclosure Agreement appended hereto as **Section** All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the 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 below whether Transnet may disclose their tendered prices and conditions to other Respondents:

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

RETURNABLE DOCUMENTS

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

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

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

Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these Documents are returned with their Proposals.

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

Returnable Documents	Submitted [Yes/No]
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 3 : Pricing and Delivery Schedule	
- Audited Financial Statements, for previous 3 years [Large Enterprises and QSEs]	
SECTION 4 : Proposal Form	
SECTION 5 : Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	
Letter of good standing from the Compensation Commissioner at the Dept of labour	

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

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

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

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1 : Notice to Bidders	
Receipt for payment of RFP documents [paragraph 1]	
SECTION 4 : Proposal Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if CC]	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	
- Valid B-BBEE Verification Certificate [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Certified copy of valid VAT Registration Certificate	
- Audited Financial Statements for previous 3 years	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFP Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions – Goods	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFP Declaration Form	
SECTION 11 : Breach of Law Form	
SECTION 13 : Supplier Code of Conduct	
SECTION 14 : B-BBEE Preference Points Claim Form	
SECTION : Certificate of attendance of compulsory / non compulsory Site Meeting / RFP Briefing	
SECTION : Certificate of Acquaintance with Specifications and Drawings	
SECTION : Non-Disclosure Agreement	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

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NAME: _____

DESIGNATION: _____

**RFP FOR THE PROVISION OF
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ROAD,ALEX (6000M2) ASSET NUMBER NO.08DB008K**

Section 5 : VENDOR APPLICATION FORM

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

1. **Original** cancelled cheque **OR** letter from the Respondent’s bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copy** of Certificate of Incorporation, CM29 / CM9 [*name change*]
4. **Certified copy** of Share Certificates [CK1/CK2 if CC]
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. A signed letter from your entity’s auditor or accountant confirming most recent annual turnover figures
9. **Certified copy** of valid Company Registration Certificate [*if applicable*]

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

Vendor Application Form

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

Postal address				Code	
Physical address				Code	
Contact person					
Designation					
Telephone					
Email					
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m		
Does your entity provide	Products	Services	Both		
Area of delivery	National	Provincial	Local		
Is your entity a public or private entity	Public		Private		
Does your entity have a Tax Directive or IRP30 Certificate	Yes		No		
Main product or services [e.g. Stationery/Consulting]					

Complete B-BBEE Ownership Details:

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

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

Transnet contact person					
Contact number					
Transnet Operating Division					

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

Name		Designation	
Signature		Date	

**RFP FOR THE SUPPLY OF
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(6000M2) ASSET NUMBER NO.08DB008K**

Section 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

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

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

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the provision of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

**RFP FOR THE PROVISION OF
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ROAD,ALEX (6000M2) ASSET NUMBER NO.08DB008K**

Section 7 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

1. I/we

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;

Respondent's Signature

Date & Company Stamp

- d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP;
or
 - f) bidding with the intention not winning the Bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
 8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
 9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

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**RFP FOR THE PROVISION OF
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**Section 8 : CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS -
SERVICES**

[appended hereto as Appendix (i)]

NAME OF ENTITY:

I/We

_____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General Bid Conditions - Services as received on _____ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the General Bid Conditions or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire General Bid Conditions as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

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**RFP FOR THE PROVISION OF
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**Section 9 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF
CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET**

[appended hereto as Appendix (ii)]

NAME OF ENTITY:

I/We

_____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms and Conditions of Contract as received on _____ [insert date] from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any Terms and Conditions of Contract or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**Respondents should also note the obligations as set out in
clause 19 [Terms and Conditions of Contract]
of the General Bid Conditions [Appendix (i)] which reads as follows:**

- 19.1 *The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.*
- 19.2 *Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.*

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**RFP FOR THE PROVISION OF
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Section 10 : RFP DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we declare that a family, business and/or social relationship exists / does not exist [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.
6. If such a relationship exists, Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

Respondent's Signature

Date & Company Stamp

7. 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.
8. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. [Refer "Important Notice to Respondents" overleaf].
9. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

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ROAD,ALEX (6000M2) ASSET NUMBER NO.08DB008K**

Section 11 : BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

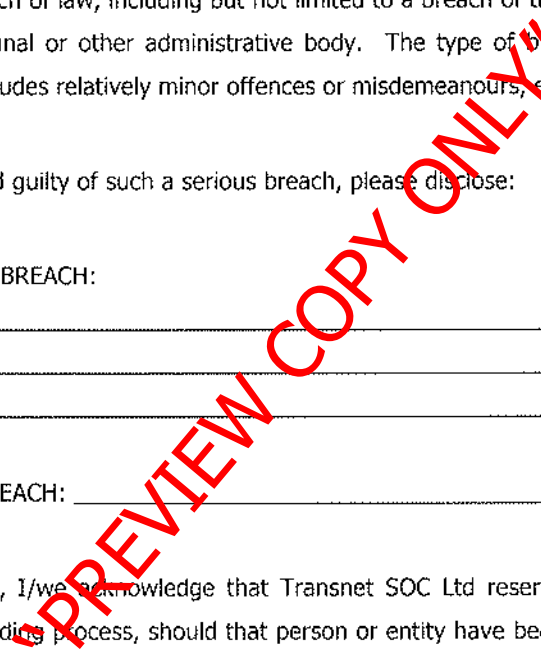
DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



**RFP FOR THE PROVISION OF
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Section 12 : RFP CLARIFICATION REQUEST FORM

RFP No: KBY/52252

RFP deadline for questions / RFP Clarifications: Before 10:00 on 13 August 2013

TO: Transnet SOC Ltd
ATTENTION: The Secretariat, Transnet Acquisition Council [TAC]
EMAIL TAC.SECRETARIAT@transnet.net
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**RFP FOR THE PROVISION OF
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ROAD,ALEX (6000M2) ASSET NUMBER NO.08DB008K**

Section 13 : SUPPLIER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Supply Chain Policy
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fairness, equity, transparency, competitiveness and cost effectiveness;
- The Public Finance Management Act [PFMA];
- The Broad-Based Black Economic Empowerment Act [B-BBEE]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Company [SOC], actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

a) *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - gain an improper advantage.
- There may be an occasion when a Supplier is confronted with fraudulent or corrupt behaviour by a Transnet employee. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

- b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].
- c) *Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
 - collusion;
 - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
 - corrupt activities listed above; and
 - harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or business associates have an interest
- Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest/s which exist between themselves and any employee and/or Transnet Board member.

**RFP FOR THE PROVISION OF
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Section 14 : B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

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

Respondent's Signature

Date & Company Stamp

- 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;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"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;
- 2.15 **"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;
- 2.16 **"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;
- 2.17 **"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
- 2.18 **"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 Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the SCA 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 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

5.2 Subcontracting:

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

If YES, indicate:

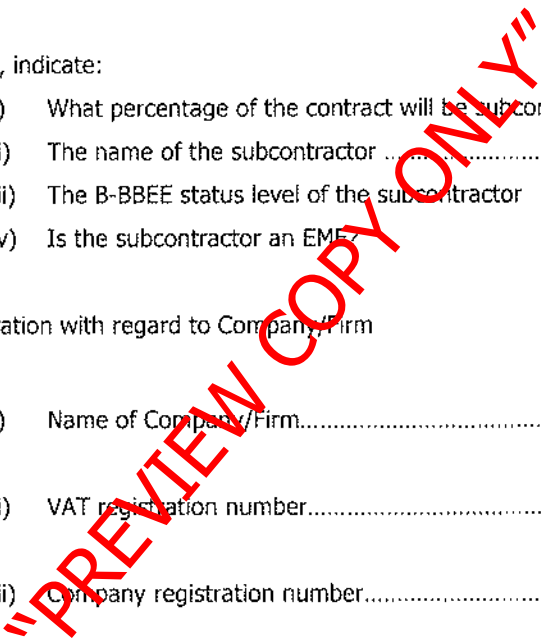
- (i) What percentage of the contract will be subcontracted?
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety
 - Close Corporations
 - Company (Pty) Ltd
 [TICK APPLICABLE BOX]

(v) Describe Principal Business Activities
.....
.....
.....
.....

(vi) Company Classification



- Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g Transporter, etc
- [TICK APPLICABLE BOX]

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

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BID DECLARATION

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

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

WITNESSES:

1.

2.

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SIGNATURE OF BIDDER

DATE:

.....

COMPANY NAME:

ADDRESS:

.....

.....

**RFP FOR THE PROVISION OF
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Section : CERTIFICATE OF ATTENDANCE OF RFP BRIEFING

[if applicable]

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on

_____20_____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

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**RFP FOR THE PROVISION OF
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ROAD,ALEX (6000M2) ASSET NUMBER NO.08DB008K**

Section : CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS

[appended hereto as Appendix (iii)]

[if applicable]

I/We

_____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Specifications for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Specifications or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Specifications as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE PROVISION OF
FOR THE PROVISION OF LAYING OF INTERLOCKING BLOCKS TO GRAVEL
ROAD,ALEX (6000M2) ASSET NUMBER NO.08DB008K**

Section :NON DISCLOSURE AGREEMENT

Entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

RFP Number KBY/52252

"PREVIEW COPY ONLY"

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

_____ **[the Company]** [Registration No. _____] whose
registered office is at _____

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

Respondent's Signature

Date & Company Stamp

- b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - c) following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to

any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- a) return all written Confidential Information [including all copies]; and
 - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 b) above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

oooOOOooo



TRANSNET LIMITED
(REGISTRATION NO 1990/000900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

TENDERS ARE INVITED TO REPAIRS ROAD AND LAY INTERLOCK PAVING BLOCKS TO ROAD AT ALEX BEACONSFIELD AREA. 08DB008K

PART A

GENERAL & SPECIAL CONDITIONS OF CONTRACT

1. Scope of work:

This specification covers the repair to gravel road and lay pre-cast concrete segmental blocks 80mm and laid closely together (1 600mm²), the joints between the units being filled with jointing sand. Lay of steel sleeve pipes 100mm.

NOTE: The standards referred to in the specification are listed in 1.2.2. SUPPORTING SPECIFICATIONS

2. Site location:

The site is situated at **Alex Beaconsfield**

3. Contract documents:

A formal contract will be entered with the successful tenderer, which shall incorporate the following documents:-

- 3.1 Contract and General Conditions of contract, and
- 3.2 Specification;
- 3.3 Tender Documents, drawings and
- 3.4 Letter of confirmation of this tender.

The tenderers are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should tenderers consider that any item is incorrectly or inadequately described they must inform the Manager, **Herman Conradie :053 838 3483 Fax :053 838 3007 Chain Supply Services P.O.Box 618 Kimberley 8301** once in writing under reference and have the matter rectified or explained as the case may be as no liability whatsoever will be admitted by Transnet in respect of errors in a tender due to the foregoing.

No alterations, erasures or additions of any kind shall be made by the tenderers in, from or to any part of this specification unless expressly required to be made by written notice and should any unauthorised alterations, erasures or additions be made they will not be recognised by Spoornet.



The tenderers are required to acquaint themselves with the contents of the aforesaid documents and complete the following forms:

- Notice to Tenderers
- Scheduled of Rates and Prices
- E4 Tender Form (price transferred from the above-mentioned document) and
- E7/1 Working near tracks with Overheads

Transnet and presented to the successful tenderer for signature on award.

5. **Time to complete the work:**

Notwithstanding the following shall indicate in the Tender Form, the E4 herein: the duration in days that they will require to complete the works, but this shall not be longer than **180** days:

The contractor shall be required to complete the works in this period, as stated in the E4 and approved. This period shall be inclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of **R800.00** (Eight hundred Rand) for every day or part thereof during which the works remain incomplete.

6. **Manager:**

A **Junior Manager (Civil)** shall appoint a competent Project Manager to undertake the Engineering duties.

7. **Guarantee:**

All workmanship and material shall be **guaranteed for a period of 2 years**, from the date of completion of work.

8. **Inspection of works:**

- 8.1 No work shall be covered up or put out of view without the approval of the project manager. The Contractor shall afford full opportunity for the project manager to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon.

The Contractor shall give due notice to the project manager whenever any such work of formations is or are ready or about to be ready for examination. The project manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

- 8.1 The Contractor shall uncover any part or parts of the work or make openings in or through the same as the project manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the project manager. If any such part of parts have been covered up or put out of view after compliance with the requirements of Sub-Clause 9.1 of this Clause, and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Contractor..



9. Site records:

9.1 Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed off, incidences that have occurred, what work is to be done on that day, etc.

9.2 Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the engineer to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognised for additional payment unless it has been recorded and signed by the project manager in the aforesaid book.

9.3 Programme & Planning of the work

The contractor shall provide to the project manager a detailed plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet workshop with minor disruptions as no delays must be allowed in this regard.

The programme must be agreed to (in the site instruction book) before any work will be allowed to commence. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

9.4 Cash flow

Interim payment will be made to the amount of work completed. Final payment will be made after the job is finished.

10. Water supply:

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet. The Contractor must supply all connections, hoses, etc., as necessary.

11. Electricity supply:

Electricity may be made available to the Contractor at and specific point. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the **Health and Safety Act**, (Act 85 of 1993) and SANS 0142.

12. Access to site:

The areas are restricted and the contractor must ensure he complies with the regulations of Spoornet in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.



13. Materials found on site:

The Contractor shall not use on the works any materials found on the site without the prior written consent of the Project Manager. No material that is lying on the site (other than that from this contract) or on Transnet's property, may be removed (even if deemed as scrap) by the contractor.

14. Clearing of site:

Further the Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

15. Working outside normal working hours:

Work will take place in normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Spoonet will not unreasonably withhold permission; however the Contractor may have to pay for Transnet's supervisory personnel.

16. VAT:

Value Added Tax (VAT) shall be excluded in the Schedule of Rates and Prices Part C.

17. Escalation:

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

19. Retention:

Retention of 10% will be held back for a period of 6 months.

20. Payment:

Payment shall be made (within 30 days of receiving of month-end statement) when completed, (minus retention money), all as per clause 5 above, and in accordance with the Schedule of Rates and Prices Part C. If the period in the project is longer than one month a progress payment may be made. This will be a part payment for the work completed on the date of measurement.

The rates shall remain firm for a one-year contract period and no further review of basic rates shall be entertained during the contract period.

- ❖ The invoiced amount payable to the Contractor shall be the sum of the changes as set out in the Schedule of Rates and Prices., which shall be determined in accordance with the record, time sheets and such other documents kept by the parties, and which shall be invoiced on completion of the task..

21. Safety precautions and Insurance

21.1 Damage to Transnet's Assets and liability

Contract the contractor shall provide the insurance for the following: -

- ◆ The contractor shall be responsible for the following:-
- ◆ Contract Work;
- ◆ Public Liability;
- ◆ Cables
- ◆ Water pipes
- ◆ Sewer pipes
- ◆ Storm water pipes
- ◆ Contract Work; (this insurance excludes the old (scrap) material removed)

21.2. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

21.3 Environment

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

TRANSNET LIMITED
(REGISTRATION NO 90/00900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

TENDER NO.

TENDERS ARE INVITED TO REPAIRS ROAD AND LAY INTERLOCK PAVING BLOCKS TO ROAD AT ALEX BEACONSFIELD AREA. 08DB008K

PART B

PROJECT SPECIFICATION

SECTION 1

1.GENERAL

Repair to road and lay interlocking blocks (400M²) with kerb blocks (804m) to Alex Beaconsfield ±1 600M²

- i) Level of surface to lay interlocking blocks by filling; grading and compacting road before laying interlocking blocks,
- ii) Lay of kerb block to road
- iii) Lay of 80 mm interlocking paving blocks ,(1 600m²)
- iv) Compact of paving blocks,
- v) Lay of 6 x 100 mm sleeve pipes 900 mm deep
- vi) Make speed humps in interlocking blocks every 200 meter,
- vii) Paint of chevron on to speed humps,
- viii) Supply and plant 40km speed boards on 50mm poles,
- ix) Supply and plant speed hump boards on 50 mm poles,
- x) Supply and lay sleeve pipes 100mm steel with a manhole. Place marker on both ends,
- xi) Form one exit to cross rails (one only)

Any other work arising or additional to the above requirements.

1. P&G :

Site establishment. Shall include all overheads such as setting up site and dismantle of site

1.1.1 Risk Health & Safety

Shall include all Act 85 issues, PPE required to do necessary work and running costs to be able to do the work

1.2 Standard Specification

In so far as they can be applied, the following specifications shall be regarded as being embodied in this specification.

1.2.1 Transnet's Specifications (Enclosed)

Specification for work on, over, under or adjacent to railway lines and near high voltage equipment E7/1.

1.2.2 SANS Specifications (To be obtained by the tenderer)

Where this specification is required for a project the following specifications shall, inter alia, form part of the concrete specification:

- b) SANS 1200 A or SABS 1200 AA, as applicable;
- c) SANS 1200 D or SABS 1200 DA, as applicable;
- d) SANS 1200 DM; (Road sub base)
- e) SANS 1200 G or SABS 1200 GA, as applicable;
- f) SANS 1200 M; (Roads)
- g) SANS 1200 ME.
- h) SANS 1200C (site cleaning)Concrete (Small works)
- i) SANS 1200 GA – 1982 Roads
- j) SANS 1200 M – 1981 Sub-base
- k) SANS 1200 ME – 1981 Base
- l) Asphalt base and surfacing SANS 1200MH – 1981

Guidelines for the provision of Engineering services in Residential Townships - by Department of Community Development
TRH 20 (1990) "The Structural Design, Construction and Maintenance of Unpaved Roads"
Dept. of Transport, Pretoria.

1.3 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, ppe, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as per this specification and any further work as may be ordered by the Project Manager/Manager.

1.4 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet representatives.

1.5 Recording of the works:

The Contractor shall keep and maintain accurate records in the site diary of all work so that any disputes can be resolved and that the extent of the required tests on the materials can readily be determined.

1.6 Setting out of the works:

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the "Guidelines for the provision of Engineering Services in Residential Townships" by The Department of Community Development.

1.7 Keep site tidy:

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

THIS (SCHEDULE OF RATES AND PRICES) MUST BE FILLED IN AND ADDED TO THE TOTAL CONTRACT PRICE.

Section 2

2. FORMATION LAYER

The profit required to do the work shall be to the contractor's consideration and must be allowed for in the entire Schedule of Rates and Prices. **FORMATION LAYER:**

2.1 Disposal of soil

All excavated material, and other surplus material or backfill shall be carted and disposed of by the contractor to an approved dumpsite.

2.2 Sub-Base

Existing gravel road to be filled, compacted and prepare to grade. Where necessary allow for extra material to complement the existing and to assist in reshaping the new profiles

Grade the existing road to the required geometries shape and to form drainage along the edge, elsewhere described. Width of road to be 5 m. Allow for the wetting of the road to the correct moisture content so as to be able to form the sub-base. The cross fall shall not be greater than 5% and less than 3% (1:20 to 1:33,3)

Use a roller and keep the road moist to compact the road to 90% mod AASTHO using gravel as before described and a CBR of 5% (minimum). Leave the road ready for the new base course.

2.3 Mixing and watering

As per cl 1.8.4 of this part "B". The compaction shall be kept moist during construction with a moisture content that will be the optimum for the construction equipment employed. The equipment shall be capable of achieving the densities as specified elsewhere in these Specifications. Only approved water of good quality shall be used.

The required amount of water shall be added by repeated trips of approved pneumatic tyre water lorries fitted with two or more sprinkler bars. Wherever possible most of the required water shall be added on the day preceding compaction, in order to obtain a more uniform distribution.

Thorough mixing of water with the material to be compacted shall be carried out with approved equipment and continued until a uniform and homogeneous mixture is obtained to the satisfaction of the Project Manager.

2.4 Sub-standard materials

The Contractor shall not order or deliver to the site any material, which has not been approved by the Project Manager. If sub-standard material is delivered, the Project Manager may order the Contractor to remove all such material from the site and the cost of material and cartage shall be for the Contractor's account.

2.5 Material

The sub-base shall be the institute road and worked by adding imported material to give a formation as specified and to receive the top (base) layer.

Materials shall contain no vegetable matter, rubbish or other deleterious matter, and shall conform to the following Specifications:-

A minimum CBR of 5% at 90% Modified AASHTO Density.

2.6 Grading and Placing of materials and wetting

The sub-grade material shall be spread out over the full width specified and shall be thoroughly mixed and broken up by rotary cultivator, balding or dicing to ensure that there are no clods or lumps which might prevent the uniform distribution of the material. Breaking up of clods or lumps shall in no way affect layers already compacted and approved. The mixing and wetting of the material shall be done in accordance with the provisions of Clause 1.8 the minimum thickness placed for any lift shall be 100mm.

2.7 Compaction

The compaction of the selected layer of the sub-grade course shall be done as described in Clause 1.8.5 But to a minimum degree of compaction required would be at least 90% of Mod AASTHO.

The finished surface of the sub-base shall be free from depressions exceeding 15mm when measured with a straight edge 3m long.



PARTICULAR SPECIFICATIONS

A1 CONSTRUCTION

A1.1 All work to be done strictly according to the specifications

All work shall be done strictly according to the specifications. The Tenderer shall allow for all items that are indicated on the specifications and shall also allow for all items that are reasonably expected to complete the work successfully. The items listed in this Specification are complimentary to the specifications on the plan and listed for clarity.

A1.2 Accommodation of traffic

The Contractor shall so arrange and conduct his operations as to cause the least possible inconvenience to Transnet's vehicles and public traffic. The Project Manager may order the Contractor at any stage to change his programme or position of work for the above reasons. No interruption of any commercial traffic shall be allowed within the Transnet boundary.

During the period of construction of the Works, the Contractor shall be responsible for the safe and easy passage of all traffic and pedestrians, through or over all sections of roads and access to premises, which may be required by law or by the Project Manager. The Contractor shall provide all temporary road signs, flagmen,

PAVING

3 SCOPE OF WORK

This project involves the following work: Dig out the in situ soil where necessary or fill in where necessary to specified levels to storm water drainage point. Provide and lay (400m long x 4m wide) = 1 600 square metres of 80mm GI Interlocking class 25 paving blocks. Provide kerb blocks to all sides.

3.1 MATERIALS TO BE USED

3.1.1 Interlock Paving blocks: 80mm thick Class 25 "G" Grey Interlocking blocks. Block to have a chamfer on all edges. Block shall have a compressive strength minimum of 25Mpa.

Test of paving blocks

Eighteen (18) blocks randomly selected by Transnet's Project manager from blocks delivered at site shall be sent to be tested at **Simlab in Bloemfontein** to see if blocks comply with 25Mpa specification. If any of the blocks test under strength: Individual Minimum 20 Mpa Average

Minimum 25 Mpa all of the blocks on site shall be rejected and shall be replaced by the contractor. The replacement blocks shall be tested again at Simlab and if any of the replacement blocks test under strength: Individual Minimum 20 Mpa Average Minimum 25 Mpa the contract shall be cancel with no payment to the contractor for any expenses.

Transnet will not pay for any testing of blocks. The contractor must allow in tender for test of blocks, if necessary contractor shall also pay for second and thereafter test at Simlab.

3.1.2. Bedding Sand: Can be River Sand free of any solid materials, and must be laid no thicker than 20mm. Sand for bedding shall be free from solids and substances that may be deleterious to blocks.

3.1.3 Jointing Sand: Shall have passed a 1,18mm sieve and shall contain 10 – 50% of material that passes a 0,075mm sieve. Must be dry and mixed with 5% cement before sweeping between pavers. Sand shall be free of any solids and fine enough to penetrate joints.

3.1.4 Kerb blocks. to be bedded in to 75mm deep x 220 mm wide concrete of 1:3:5, 13 mm stone mix (15 Mpa). These kerb blocks should be jointed and pointed with \pm 8mm mortar joints. Back side of kern blocks to be covered up with soil to slope to existing soil.



4. TECHNICAL SPECIFICATIONS

4.1. Dig out the in situ soil or fill to with soil removed from high points over whole area.. If the soft or unstable areas of the base shall be removed to a depth of 200mm and base shall be compacted and trimmed to within the specified level.

The excess material shall be removed from site, and dump at the allocated place as authorized by the Local Council by the Contractor.

The falls and levels after completion of the work shall comply with the following standards for each area.

4.2. **Area 1600 square meter:** Paving blocks to be level and slope 20 mm from centre of road to kerb's. The road section will be 80mm above existing ground level.

4.3. Compact the whole area with a mechanical compact roller to the satisfaction of the Project manager.

4.4. The falls and levels after compaction must comply with the standards set out in the following table.

4.5 Foundation layers

4.5.1 Deviation of top sub base layer from designated level + - 10mm

4.5.2. Smoothness of top sub base layer measured on a 3m straight line in any direction +- 10mm

4.5.3. Thickness of 20mm compacted sand bedding layer +- 10mm

4.5.4 .Spread an evenly 20mm sand bedding layer over Sub base.

4.5.5. Provide Kerb blocks to all sides.

5. Blocks are to be laid in accordance with the Interlock Paving Block manual as supplied by The Concrete Masonry Association.

5.1 Cutting of block is to be done either by means of a mechanical brick saw or sharpened bolster. Care must be maintained to ensure that cut bricks/blocks remain true to line and level.

5.2 Blocks are to be lightly compacted before jointing sand is applied.

5.3 Excess jointing sand shall be swept away and removed.

5.4 Any area showing signs of "sagging" or "kicking" will be re-laid.



5.5 The paving to have a maximum deviation from a 3 m straight edge placed on the block Surface of 15mm, except where vertical curves necessitate a greater deviation. On kerb lines and edge restraints, this deviation is not to exceed 10 mm.

5.6 The finished paving shall be so laid as to create a regular and smooth appearance, with due consideration for the efficient evacuation of storm after. Puddling deeper than 5 mm should not remain longer than minutes after rain has ceased.

5.7 Paving blocks used are to be free of any defects, cracks or breakages. All block with defects, cracks or breakages shall be replaced. A chip is defined as an imperfection of the visible surface of the paving block to a depth greater than 8mm that can be cover by a 25mm diameter disk. A maximum of 2.5% by number of chipped bricks or blocks shall be accepted.

5.8 The successful contractor will be responsible to remove all rubble and excess material from site. Site to be left clean and tidy.

6. Speed humps

To be formed every 200m and to be so that a vehicle to stop to cross and must be the whole with of road.

7. Road signs.

Supply road sing boards (Speed 40km & hump signs) to be planted at every speed hump. Boards to be bolted to 50 mm steel pipe with 2 M10 galivinazed bolts and nuts. Posts to be on 3m steel post and planted 600 mm deep Holes 0.44 X 0.400 X 0.600 mm deep and concrete mix of 1:3:5 mix

8. Sleeves.

Provide of steel sleeve pipes 100mm.

9. Paint:

Paint of speed humps white and yellow chevron stripes,

TRANSNET



SAFETY

Always adhere to Act 85 of 1993 rules and regulations.
Adhere to Safety Regulations of the Local depot.
Wear appropriate clothing provided by Spornet.
Work according to E7 document.
The contractor and his staff will attend a Safety Induction Program presented by Spornet before the start of the works

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TRANSNET



TRANSNET LIMITED
(REGISTRATION NO. 1990/000900/30)
TRADING AS TRANSNET

TENDERS ARE INVITED TO REPAIR ROAD AND LAY INTERLOCK PAVING BLOCKS TO ROAD AT ALEXANDERFONTEIN BEACONSFIELD AREA. 08DB008K

Part C
SCHEDULE OF RATES AND QUANTITIES

This part **must** be completed in **black-ink** by the contractor and submitted with the Tender Form E4.

The Schedule of Rates hereunder for material and labor for the tender is to be priced, extended and totaled and carried to the tender form.

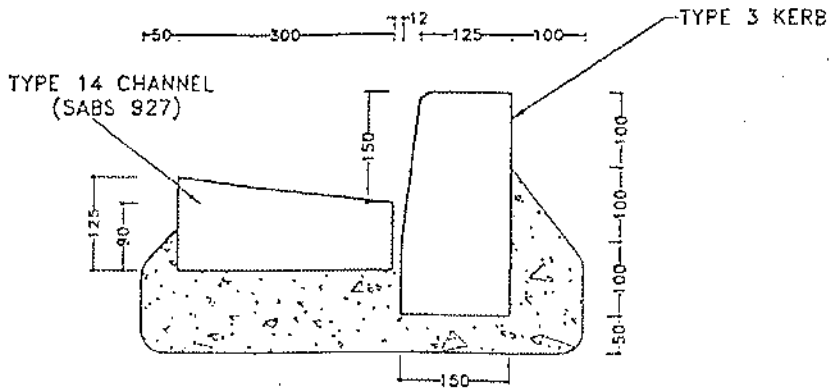
The cost to the Contract Sum shall be adjusted using the rate given hereunder. Variations to items for which no rates are given shall be priced using the given rates (day rates and % material) as a basis and as agreed

The contenders are required to insert rates for the following items, extend and total:-

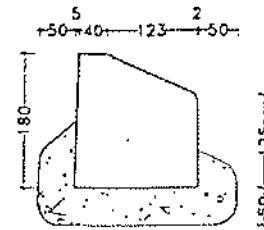
Value Added Tax (VAT) is excluded (price without VAT). However, once priced this must be calculate to give a net total. Then calculate the 14% VAT and add this to give a grand total (inclusive of VAT). The net total (Exclusive of VAT) shall be transferred to the Tender Form E4.

Cost of material for the variation orders:

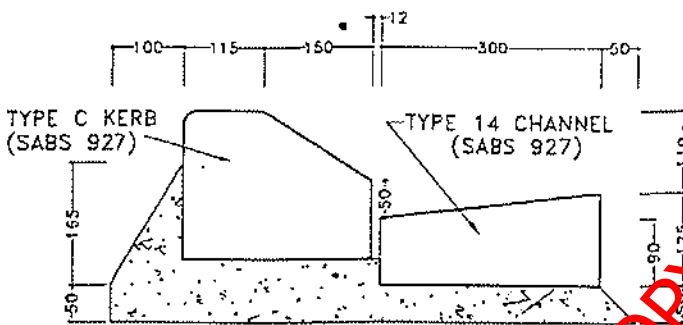
All work shall be recorded in the daybook (diary) stating all plant, labor and material used on each task. The contractor shall indicate in the block below what percentage of the handling cost of all material used such as transport, storage, profit and overheads (inclusive of VAT). This cost shall be as per Invoice provided after the contractor's discount has been deducted. The price must be fair and reasonable and Spoornet shall reserve the right to adjust the price of the material if it is not aligned to that which is available in the open market. Furthermore, the labor time must be within the norm and Spoornet reserves this right to change this if deemed to be excessive.



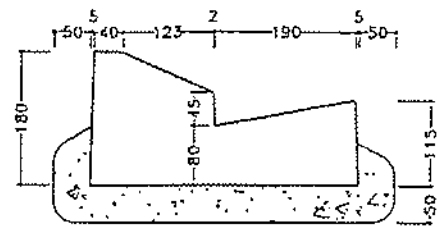
KERB AND CHANNEL



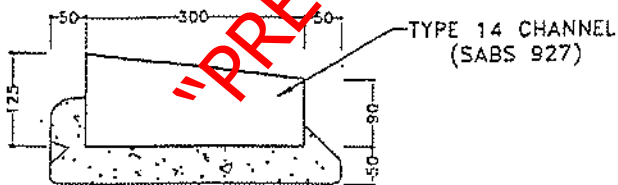
MOUNTABLE KERB PAROW TYPE



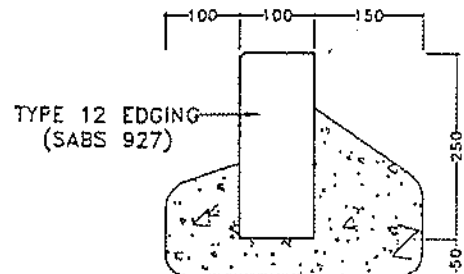
MOUNTABLE KERB AND CHANNEL



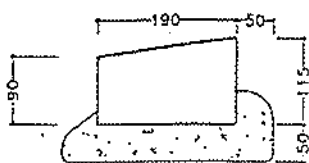
MOUNTABLE KERB AND CHANNEL PAROW TYPE



CHANNEL SECTION ONLY

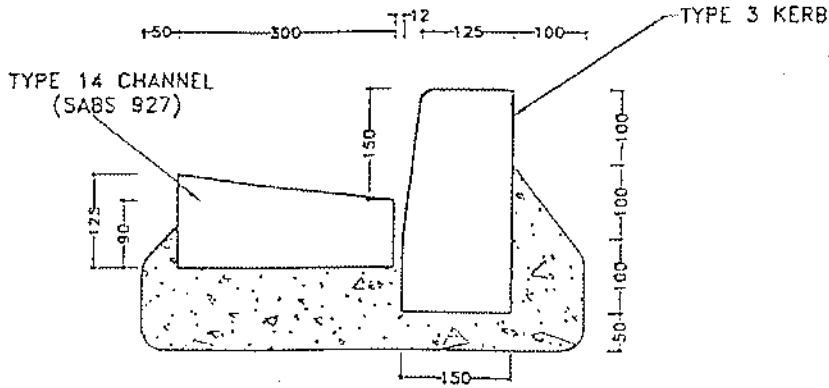


EDGING

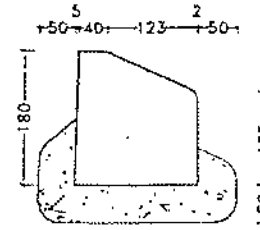


CHANNEL SECTION ONLY PAROW TYPE

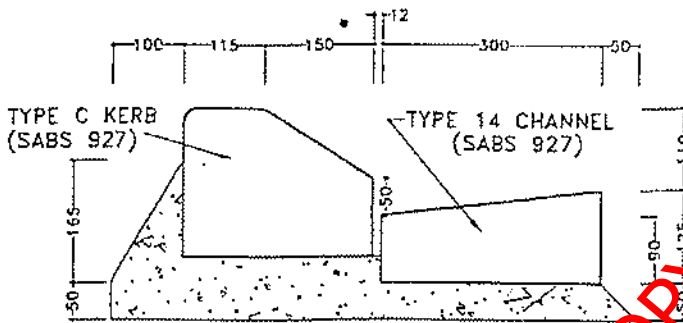
NOTE :
ALL UNITS TO BE LAID WITH GRADE 15 CONC. BEDDING/BACKING ON COMPACTED SUBGRADE/SUBBASE/BASE



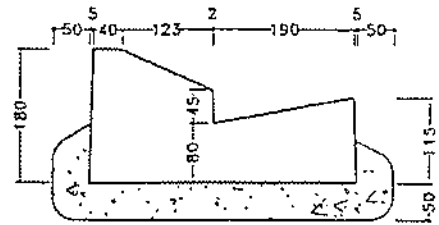
KERB AND CHANNEL



MOUNTABLE KERB PAROW TYPE



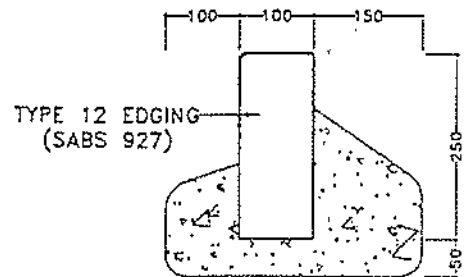
MOUNTABLE KERB AND CHANNEL



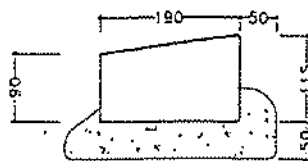
MOUNTABLE KERB AND CHANNEL PAROW TYPE



CHANNEL SECTION ONLY



EDGING



CHANNEL SECTION ONLY PAROW TYPE

NOTE :
ALL UNITS TO BE LAID WITH GRADE 15 CONC. BEDDING/BACKING ON COMPACTED SUBGRADE/SUBBASE/BASE

RFP NUMBER	DESCRIPTION OF REQUIREMENTS	TENDER FEE	CLOSING DATE	CONTACT PERSON
KBY-52252	Lay of interlocking blocks to gravel road, Alex (6000 m2) asset no. 08DB008K	R250.00	13 August 2013 (10h00)	Leonie Visagie E-mail: leonie.visagiel@transnet.net Tel nr: (053) 838-3119 Alan Lotriet Tel. (053) 838-3106 Cell: 083 704 0311 E-mail: Alan.Lotriet@transnet.net E-mail: Sarah.Assegaaai@transnet.net

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