

**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR PROPOSAL [RFP] No MMC-NV0001-010209**

**THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**BRIEFING SESSION: 14 May 2013**  
**WITBANK LOCO**  
**AS PER ATTACHED MAP**

**CONTACT PERSON: LETUBA MATSEPE Cell: 076 588 9396 OR**  
**Bus: 012 315 2116**

**TIME: 10:00**

**ISSUE DATE: 30 April 2013**

**CLOSING DATE: 21 May 2013**

**CLOSING TIME: 10:00**

**Section 1**  
**NOTICE TO BIDDERS**

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

**METHOD:** Physical submission  
**CLOSING VENUE:** [tender box at physical address]

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**1 Responses to RFP**

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

On or after 30<sup>th</sup> April 2013, the RFP documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg, on payment of an amount of R250,00 (inclusive of VAT) per set. Payment is to be made as follows:

Bank: Standard Bank  
Account Number: 203158598  
Branch: Braamfontein  
Branch code: 004805  
Account Name: Transnet Limited Head Office  
Reference: **MMC-NV0001-010209**

NOTES –

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

RFP documents will only be available until 15h00 **Monday 13<sup>th</sup> May 2013**

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

**2 FORMAL BRIEFING**

**A compulsory information briefing will be conducted at Witbank Loco (see map attached), on Wednesday the 14<sup>th</sup> May 2013, at 10h00 for a period of ± 1 - 2 hours.**

**[Respondent to provide own PPE, transportation and accommodation].**

**Contact person: Letuba Matsepe 076 588 9396**

**2.1 A Certificate of Attendance in the form set out in Section 14 hereto must be completed and submitted with your Proposal.**

**2.2 Respondents failing to attend the compulsory site meeting and/or RFP briefing will be disqualified.**

**2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting and/or RFP briefing.**

**3 THE BRIEFING SESSION WILL START PUNCTUALLY AT 10H00 AND INFORMATION WILL NOT BE REPEATED FOR THE BENEFIT OF RESPONDENTS ARRIVING LATE.**

**4 Broad-Based Black Economic Empowerment [B-BBEE]**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

**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:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **60 (Sixty points)**.
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.
- The 80/20 preference point system applies where the acquisition of the Goods or 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 Goods or 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.
- In this RFP, Transnet will **90/10** preference point system prescribed in the PPPFA.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
  - (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.
- Enterprises will be rated by such agencies 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
- Black 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 or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

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

Transnet will accordingly allocate a maximum of **10/20 [ten/twenty] points** in accordance with the **80/20 / 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 **Annexure A- B-BBEE Preference Points Claim Form** 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.

*[Refer clause **Error! Reference source not found.** below for Returnable Documents required]*

**5 Communication**

- Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFP to the following Transnet employee:

Name: **Prudence Nkabinde**

Email: **prudence.nkabinde@transnet.net**

- Respondents may also, at any time after the closing date of the RFP, communicate with

**Nhlanhla Vilakazi** on any matter relating to its RFP response:

Telephone: 012 315 2150

Email: **Nhlanhla.Vilakazi@transnet.net**

**6 Tax Clearance**

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFP submission will result in disqualification.

**7 VAT Registration**

The valid VAT registration number must be stated here: \_\_\_\_\_ *[if applicable].*

## 8 Legal Compliance

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

## 9 Changes to Proposals

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

## 10 Pricing

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

## 11 Prices Subject to Confirmation

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

## 12 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

## 13 Binding Offer

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

## 14 Disclaimers

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

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

Transnet reserves the right to lower the threshold for Technical by **60%** [sixty percent] if no Bidders pass the predetermined minimum threshold or if only one bidder passes the threshold. This right will be exercised in Transnet's sole discretion.

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 below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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.

**15 Evaluation Criteria**

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

- **Administrative responsiveness (Phase 1)** - Completeness of response and returnable documents
- **Substantive responsiveness (Phase 2)** – Prequalification criteria, if any, must be met
- **Technical threshold of 60 % (Phase 2):** Compliance to specification / quality, previous performance, delivery lead-time

**Weighted evaluation based on 90/10 preference point system (Phase 3)**

**The evaluation will have a 3 Phases approach.**

**Phase 1 will be an Administrative Responsiveness determining phase to proceed to Phase 2 and those that comply, will progress to be competitively evaluated in phase 3.**

Minimum criteria for progressing from phase 1 to Phase 2 is detailed below: (Transnet will apply the following criteria; not necessarily in this order, phase 1 of the evaluation)

**PHASE 2 – FUNCTIONAL EVALUATION**

| TECHNICAL CRITERIA                                                  | Weight | RATINGS |   |   |   |   |
|---------------------------------------------------------------------|--------|---------|---|---|---|---|
|                                                                     |        | 1       | 2 | 3 | 4 | 5 |
| Relevant CIDB grading of 3CE                                        | 25     |         |   |   |   |   |
| Delivery Period to Complete the project                             | 25     |         |   |   |   |   |
| Demonstrate Experience in executing similar project                 | 20     |         |   |   |   |   |
| Submit Risk and Safety Plan to execute the project                  | 15     |         |   |   |   |   |
| Provision of relevant Plant and Equipment resources for the project | 15     |         |   |   |   |   |

**PHASE 3**

The bidders that have successfully progressed through to Phase 2 will be evaluated in accordance with the **90/10 preference point system** contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2011)

**Weighted evaluation based on 90/10 preference point system:****Pricing**

- Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.
- Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical

**Transnet will utilise the following formula in its evaluation of Price:**

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

|             |   |                                       |
|-------------|---|---------------------------------------|
| <i>Ps</i>   | = | Score for the Bid under consideration |
| <i>Pt</i>   | = | Price of Bid under consideration      |
| <i>Pmin</i> | = | Price of lowest acceptable Bid        |

- B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| <b>B-BBEE Status Level of Contributor</b> | <b>Number of points (90/10 system)</b> |
|-------------------------------------------|----------------------------------------|
| 1                                         | 10                                     |
| 2                                         | 9                                      |
| 3                                         | 8                                      |
| 4                                         | 5                                      |
| 5                                         | 4                                      |
| 6                                         | 3                                      |
| 7                                         | 2                                      |
| 8                                         | 1                                      |
| Non-compliant contributor                 | 0                                      |

| <b>Description</b> | <b>Total</b> |
|--------------------|--------------|
| Price              | 90           |
| BBBEE              | 10           |
| <b>Total</b>       | <b>100</b>   |

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

**16 Validity Period**

Transnet desires a validity period of **90 [ninety] days** from the closing date of this RFP.

**This RFP is valid until 07 August 2013.**

**17 Banking Details**

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

**18 Company Registration**

Registration number of company / C.C. \_\_\_\_\_

Registered name of company / C.C. \_\_\_\_\_

**19 Disclosure of Prices Quoted**

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

YES  NO

**20 Returnable Documents**

**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 these Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification. Respondents 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 mandatory Returnable Documents by so indicating [Yes or No] in the table below:

| Returnable Documents                                                                                                                                      | Submitted<br>[Yes or No] |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| SECTION 2 : Proposal Form                                                                                                                                 |                          |
| - Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party] |                          |
| ANNEXURE ..... : Technical Submission/Questionnaire                                                                                                       |                          |

- 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 these Returnable Documents may result in a Respondent's disqualification. Respondents 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:

| Returnable Documents                                                                                                                                                                                                                                                                                         | Submitted<br>[Yes or No] |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| SECTION 1 : Notice to Bidders                                                                                                                                                                                                                                                                                |                          |
| - Valid B-BBEE Verification Certificate [RSA 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 [RSA EMEs]<br>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                                                                                                                                                      |                          |
| - SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet                                                                                                                                                                                                      |                          |
| SECTION 4 : 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 C.C.]                                                                                                                                                                                                                                                     |                          |
| - Entity's letterhead                                                                                                                                                                                                                                                                                        |                          |
| - Certified copy of VAT Registration Certificate [RSA entities only]                                                                                                                                                                                                                                         |                          |
| - Certified copy of valid Company Registration Certificate [if applicable]                                                                                                                                                                                                                                   |                          |
| - A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures                                                                                                                                                                                                     |                          |
| ANNEXURE A – B-BBEE Preference Points Claim Form                                                                                                                                                                                                                                                             |                          |
| SECTION 6 : Signing Power - Resolution of Board of Directors                                                                                                                                                                                                                                                 |                          |
| SECTION 7 : Certificate of Acquaintance with RFP Documents                                                                                                                                                                                                                                                   |                          |
| SECTION 8 : General Bid Conditions – Services                                                                                                                                                                                                                                                                |                          |
| SECTION 9 : STANDARD TERMS AND CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                        |                          |
| SECTION 10 : RFP Declaration Form                                                                                                                                                                                                                                                                            |                          |
| SECTION 11 : Breach of Law                                                                                                                                                                                                                                                                                   |                          |
| SECTION 12 : Bid Clarification Request Form                                                                                                                                                                                                                                                                  |                          |
| SECTION 13 : Service Provider Code of Conduct                                                                                                                                                                                                                                                                |                          |
| SECTION 14 : Certificate of attendance of Site Meeting / RFP Briefing                                                                                                                                                                                                                                        |                          |
| SECTION 15 : NON-DISCLOSURE AGREEMENT [NDA]                                                                                                                                                                                                                                                                  |                          |

| Returnable Documents                                                                                                                                         | Submitted<br>[Yes or No] |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| SECTION 17 : E4B – Minimum Communal Health Requirements                                                                                                      |                          |
| SECTION 18 : E4E – Safety arrangements and Procedural compliance                                                                                             |                          |
| SECTION 19 : BBD8210 Version 1 – E7/1 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment |                          |
| SECTION 20: SCHEDULE OF PLANT AND EQUIPMENT                                                                                                                  |                          |
| Risk and safety plan                                                                                                                                         |                          |
| List of plant and methods of operation to be used                                                                                                            |                          |
|                                                                                                                                                              |                          |

**Failure to provide all the above-referenced returnable documents listed will result in a Respondent’s disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.**

**20.1 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

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## Section 2 PROPOSAL FORM

I/We \_\_\_\_\_

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

of [full address]

\_\_\_\_\_

carrying on business under style or title of [trading as] \_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

- 5.3.1.1 Standard Terms and Conditions of Agreement [Form ST&C – Services];
- 5.3.1.2 General Bid Conditions – Services; and
- 5.3.1.3 any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should Transnet decide that a formal agreement 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 agreement between Transnet and me/us until the formal agreement 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 agreement if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

The law of the Republic of South Africa shall govern any agreement 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 agreement 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 agreement.

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 agreement(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.

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**2 REFERENCES**

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

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

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### **3 SCOPE OF REQUIREMENTS**

#### **PROJECT SPECIFICATIONS WITBANK LOCO**

##### **3.1. PREPARATION AND PAVING ROAD SURFACE AT WITBANK LOCO.**

- 3.1.1 Wet the entire road to a width of 7m
- 3.1.2 Grade the road evenly to remove all loose material and cross fall to a width of 6.5m. Direction of cross fall to be decided on site.
- 3.1.3 Excavate 100 deep X 300mm wide foundation for kerb stone edge restraints.
- 3.1.4 Lay figure 5 (1000mm x 300mm X 75mm) kerb stones on both sides of the road to serve as edge restraints for paving bricks. (See sketch page 8).
- 3.1.5 The exact position of kerb stone edge restraints to be determined by placing interlocking pavers 5.5m wide.
- 3.1.6 Provide haunching at every joint behind kerb stones. (See sketch 10)
- 3.1.7 Kerb stone edge restraints to be placed on 100mm thick X 300 mm wide 1:4 cement/river sand mix at even grade to suit the grade of the road. (Also see sketch page 8).
- 3.1.8 Top of kerb stone edge restraints to be 80mm above road formation level to allow for 50mm concrete paver and 30mm river sand bed. (See sketch)
- 3.1.9 Place 30mm river sand bedding and compact slightly and grade by hand to even level and cross fall between edge restraints.
- 3.1.10 Lay 50mm interlocking concrete pavers on top of river sand bed.
- 3.1.11 Cover interlocking concrete pavers with clean plaster sand, vibrate and compact with a plate vibrator and wash the sand with water and sweep in between joints with broom.
- 3.1.12 Remove all excess sand and finish road level to be the same level as top of edge restraints.
- 3.1.13 Provide 4 speed humps, two speed humps before level crossing and two after level crossing, 120mm high and 1.5m long. (See sketch page 9)
- 3.1.14 Edge restraints to follow the top of speed humps.
- 3.1.15 Speed humps to be painted with white diagonal lines. Paint to be SAB approved road marking traffic paint on paved surface 150mm wide and 300mm apart.
- 3.1.16 Provide road signs as per provincial regulation. All paint work must be an approved road traffic paint and to the road traffic department rules and regulations
- 3.1.17 Speed hump signs on the road and also provided on the board at every hump.
- 3.1.18 Stop signs at every T- junctions on the road and provided on the board sign
- 3.1.19 Provide drainage channels to lead storm water away from the road. Position and directions to be indicated on site.
- 3.1.19 Backfill behind kerb stone edge restraints 1250mm wide, wet and compact. Backfill to be level.
- 3.1.20 Make provision for the entrance on the right hand side (Inside the yard).
- 3.1.21 Plant 3m high Celtis African trees every 10m on both sides of the road, 4.25m away from kerb stone edge restraints, starting from level crossing to entrance gate.
- 3.1.22 Holes for trees to be 1,0m X 1,0m X 1,0m deep. Holes to be backfilled with proper topsoil and 250gram 2:3:2 fertiliser and 250 gram bone meal to be put into each tree hole before planting the tree.

### **3.2 PAVING BETWEEN BUILDINGS**

- 3.2.1 Wet the entire area thoroughly, level evenly by hand to correct level and grade and compact with roller compactor. **The areas to be paved are as shown by the bold line on the attached sketch.**
- 3.2.2 Excavate 100 deep X 300mm wide foundation for kerb stone edge restraints.
- 3.2.3 Lay figure 5 (1000mm x 300mm x 75mm) kerb stones on all edges to be covered by interlock pavers to serve as edge restraints for paving bricks. To be indicated on site.
- 3.2.4 Provide haunching at every joint behind kerb stones.
- 3.2.5 Kerb stone edge restraints to be placed on 100mm thick X 300 mm wide 1:4 cement/river sand mix at even grade to suite the grade of the road. (See sketch).
- 3.2.6 Top of kerb stone edge restraints to be 80mm above formation level to allow for 50mm concrete pavers and 30mm river sand bed. (See sketch).
- 3.2.7 Place 30mm river sand bedding and compact slightly and grade by hand to even level and cross fall between edge restraints.
- 3.2.8 Lay 50mm interlocking concrete pavers on top of river sand bed. (See sketch).
- 3.2.9 Cover interlocking concrete pavers with clean plaster sand, vibrate and compact with a plate vibrator and wash the sand with water and sweep in between joints with broom.
- 3.2.10 Removed all excess sand backfill behind kerb stone edge restraints, wet and compact.
- 3.2.11 Backfill to be level. (See sketch).
- 3.2.12 Remove concrete slab for scrap and prepare for a one step ramp with interlocking pavers.

### **3.3 ENTRANCE GATE.**

- 3.3.1 Change and widen the entrance of the yard to a width of 5.5m.
- 3.3.2 Remove boom gate for scrap and replace with a new one.
- 3.3.3 Remove existing fence to a length of 20m to both sides of the gate.
- 3.3.4 Clean and grade the whole area and remove all the rubbles and small unused material for scrap. The gradients to follow the natural slopes from both sides. (See attached pictures 16 and 17).
- 3.3.5 Excavate 500mm X 500mm X 800mm deep trenches at 0.5m c/c for concrete palisade fence on both sides of the gate.
- 3.3.6 Erect concrete palisade fence 2.40m high to at least a length of 20m on both sides of the gate. To follow the directions of the existing fence.
- 3.3.7 Remove the old park-home for scrap and prepare and cast 100mm think concrete slab for a new one. The new container to be at least 5.0m away from the existing position but to the inside of the yard. (See attached picture of existing container on page 16).
- 3.3.8 Provide new security park-home, 6.00m X 3.00m, supply and install electricity and water inside and improve the existing lighting with LED on the entrance. The container shall provide for both one (1) X men's toilet and one (1) X women's toilet. The toilets to be 1.00m X 1.80m. (See attached sketch on page 12).
- 3.3.9 Provide septic tank and French drain. To be connected to the security park-home. (See Attached sketches on page 13 and 14)
- 3.3.10 Lift the old steam machine, prepare the foundation by putting it to correct level, cast concrete slab on top and replace the machine back to its original position.( See the attached pictures on page 17).
- 3.3.11 Clean the rail tracks underneath the old lifting machine next to the entrance gate behind old steam machine and provide more sleepers for the tracts to its full length.(See the attached picture on the bottom right hand side of page 16)

- 3.3.11 Trim all large trees cut and remove all bushes.
- 3.3.12 Remove black&yellow concrete columns on the edges of the road for scrap and a yellow board behind the security cabin for scrap. (See the attached picture on page 16).
- 3.3.13 Allow drainage channel. To be indicated on site.
- 3.3.14 Plant cocoa grass on both sides of the entrance to the radius of ten (10) m and plant only one (1) palm tree on the centre of the right hand side of the gate. The grass shall be 500mm away from the palisade fence.

**21 GENERAL INFORMATION**

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

**22 NATIONAL RAILWAY SAFETY REGULATOR ACT**

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

**Accepted:**

|            |  |
|------------|--|
| <b>YES</b> |  |
|------------|--|

|           |  |
|-----------|--|
| <b>NO</b> |  |
|-----------|--|

**23 SERVICE LEVELS**

- 23.1 An experienced national account representative(s) is required to work with Transnet’s sourcing/procurement department. [No sales representatives are needed for individual department/locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 23.2 Transnet will have quarterly reviews with the Service Provider’s account representative on an on-going basis.
- 23.4 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.
- 23.5 The Service Provider guarantees that it will achieve a 95% service level on the following measures. If the Service Provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
  - a) .....
  - b) .....
  - c) on time deliverables
- 23.6 Service Provider must provide a telephone number for customer service calls.



23.7 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider.

**Acceptance of Service Levels:**

|            |  |
|------------|--|
| <b>YES</b> |  |
|------------|--|

|           |  |
|-----------|--|
| <b>NO</b> |  |
|-----------|--|

**24 RISK**

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

**24.1 Quality of Services required:**

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

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

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**24.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002** [refer paragraph 0 above]:

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## Price Schedule

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

| <b>SCHEDULE OF WORK AND PRICES</b> |                                                                                                                                                                            |                        |                         |                          |                            |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------|--------------------------|----------------------------|
|                                    | <b><u>Description: Road Paving.</u></b>                                                                                                                                    | <b><u>Quantity</u></b> | <b><u>Unit Area</u></b> | <b><u>Unit Price</u></b> | <b><u>Total Amount</u></b> |
| 1                                  | Wet the entire road thoroughly to a width of 7.0 m                                                                                                                         | 6412                   | m <sup>2</sup>          |                          |                            |
| 2                                  | Grade the road evenly to level and cross fall to the width of 7.0 m                                                                                                        | 6412                   | m <sup>2</sup>          |                          |                            |
| 3                                  | Excavate 100mm deep X 300mm wide foundation for kerb stone edge restraints                                                                                                 | 55                     | m                       |                          |                            |
| 4                                  | Placed 100mm thick X 300 mm wide 1:4 cement/river sand mix at even grade to suite the grade of the road.                                                                   | 55                     | m <sup>3</sup>          |                          |                            |
| 5                                  | Lay figure 5 kerbs on both sides of the road to serve as edge restraints                                                                                                   | 1100                   | m                       |                          |                            |
| 6                                  | Provide concrete haunching behind every kerb stone edge restraints                                                                                                         | 1                      | Sum                     |                          |                            |
| 7                                  | Place 30mm river sand bedding and compact slightly and grade by hand to even level and cross fall between edge restraints.                                                 | 7.00                   | m <sup>3</sup>          |                          |                            |
| 8                                  | Lay 50mm interlock pavers. Cover interlocks concrete pavers with dry clean plaster sand. Wash sand with water and sweep in between with broom and removed all excess sand. | 5040                   | m <sup>2</sup>          |                          |                            |
| 9                                  | Provide 4 speed humps, two speed humps before level crossing and two after level crossing 120mm high and 1.5m long.                                                        | 4                      | EA                      |                          |                            |
| 10                                 | Supply and fit stop sign boards complete with posts                                                                                                                        |                        | EA                      |                          |                            |
| 11                                 | Paint 1 meter stop signs on paved surface with SAB approved road marking traffic paint                                                                                     | 1                      | Sum                     |                          |                            |
| 12                                 | Paint 1 meter 40 k.m.h. signs on paved surface with SAB approved road marking traffic paint                                                                                | 1                      | Sum                     |                          |                            |
| 13                                 | Paint 1 meter speed hump signs on paved surface with SAB approved road marking traffic paint.                                                                              | 1                      | Sum                     |                          |                            |
| 14                                 | Paint 125 mm centre lines with white traffic paint SABS approved.                                                                                                          | 1                      | Sum                     |                          |                            |
|                                    | <b><u>Paving between buildings.</u></b>                                                                                                                                    |                        |                         |                          |                            |
| 15                                 | Wet the entire area thoroughly, level evenly by hand to remove all loose material and compact with a plate vibrator.                                                       | 1322.1                 | m <sup>2</sup>          |                          |                            |
| 16                                 | Excavate 100 mm deep X 300mm wide foundation for kerb stone edge restraints.                                                                                               |                        | m                       |                          |                            |
| 17                                 | Placed 100mm thick X 300 mm wide 1:4 cement/river sand mix in the foundation and compact properly by hand.                                                                 |                        | m <sup>2</sup>          |                          |                            |
| 18                                 | Lay figure 5 kerb stones on all edges to be covered by interlock                                                                                                           |                        | m                       |                          |                            |

|    |                                                                                                                                                                     |        |                |  |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------|--|--|
|    | pavers to serve as edge restraints for paving bricks.                                                                                                               |        |                |  |  |
| 19 | Provide concrete haunching behind every kerb stone edge restraints.                                                                                                 | 1      | Sum            |  |  |
| 20 | Place 30mm river sand bedding and compact slightly and grade by hand to even level and cross fall between edge restraints.                                          | 40.00  | m <sup>2</sup> |  |  |
| 21 | Lay 50mm interlock pavers and cover with clean plaster sand.                                                                                                        | 1322.1 | m <sup>2</sup> |  |  |
| 22 | Removed all excess sand.                                                                                                                                            |        | m <sup>2</sup> |  |  |
| 23 | <b>Entrance gate.</b>                                                                                                                                               |        |                |  |  |
| 24 | Change and widen the entrance.                                                                                                                                      | 1      | Job            |  |  |
| 25 | Remove boom.                                                                                                                                                        | 1      | Job            |  |  |
| 26 | Remove existing fence.                                                                                                                                              | 1      | Sum            |  |  |
| 27 | Allow drainage channel.                                                                                                                                             | 1      | Sum            |  |  |
| 28 | Excavate 300 x 300 x 800mm trench foundations for concrete palisade fencing.                                                                                        | 6.00   | m <sup>3</sup> |  |  |
| 29 | Supply and erect concrete palisade from both sides of the gate to a length of 20m.                                                                                  | 1      | Sum            |  |  |
| 30 | Backfill with concrete to 100mm below natural ground level. Concrete strength to be 12Mpa. To be covered by natural soil.                                           |        | m <sup>2</sup> |  |  |
| 31 | Remove the old security park-home for scrap.                                                                                                                        | 1      | Job            |  |  |
| 32 | Prepare and cast 100mm thick concrete slab for a new container.                                                                                                     | 2.00   | m <sup>3</sup> |  |  |
| 33 | Supply electricity, water and improve the lighting with LED                                                                                                         | 1      | Job            |  |  |
| 34 | Allow for septic tank and French drain                                                                                                                              | 1      | Sum            |  |  |
| 35 | Remove black&yellow concrete columns and yellow board behind the security cabin for scrap.                                                                          | 1      | Sum            |  |  |
| 36 | Cut and remove grass.                                                                                                                                               |        | m <sup>2</sup> |  |  |
| 37 | Plant 3m high Celtis African trees.                                                                                                                                 | 54     | No             |  |  |
| 38 | Move the old steam machine, prepare the foundation by putting it to correct level, cast concrete slab on top and replace the machine back to its original position. | 1      | Job            |  |  |
| 39 | Clean the rail tracks underneath the old lifting machine next to the entrance gate, expose and provide more sleepers for the tracts to its full length.             | 1      | Job            |  |  |
| 40 | Trim all large trees cut and remove all bushes.                                                                                                                     |        | No             |  |  |
| 41 | Scrape, Clean and grade the whole area by removing all the rubbles and small unused material for scrap. The gradients to follow the natural slopes from both sides  |        | m <sup>2</sup> |  |  |
|    |                                                                                                                                                                     |        |                |  |  |

|  |                                                                                      |
|--|--------------------------------------------------------------------------------------|
|  | <b>GROSS TOTAL R</b> _____<br><b>14% V.A.T. R</b> _____<br><b>AMOUNT DUE R</b> _____ |
|--|--------------------------------------------------------------------------------------|

**Delivery Lead-Time from date of Purchase Order** \_\_\_\_\_ **[days/weeks]**

**Notes to Pricing:**

- c) All Prices must be quoted in South African Rand, exclusive of VAT
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- e) 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.

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

### Section 3

#### STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

**A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation 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.**

#### 1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

#### 2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

#### 3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

#### 4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty]

days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

## **5 PROPRIETARY RIGHTS LIABILITY**

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

## **6 PROPRIETARY INFORMATION**

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

## **7 PUBLICITY**

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

## **8 TERMINATION OF ORDER**

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the

Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

## 9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## 10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [*inter alia*] the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

## 11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

## **12 ASSIGNMENT**

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

## **13 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

## **14 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

## **15 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

## **16 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.



**By signing this RFP document, 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 to properly take it into account for the purpose of calculating quoted prices or otherwise.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

.....

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

REGISTERED NAME OF COMPANY: \_\_\_\_\_

PHYSICAL ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

**Respondent's contact person:** *[Please complete]*

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

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to TIP-OFFS ANONYMOUS : 0800**

**Section 4**  
**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. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

"PREVIEW COPY ONLY"

## Vendor Application Form

|                                                               |          |       |                      |         |             |                 |
|---------------------------------------------------------------|----------|-------|----------------------|---------|-------------|-----------------|
| Company trading name                                          |          |       |                      |         |             |                 |
| Company registered name                                       |          |       |                      |         |             |                 |
| Company Registration Number or ID Number if a Sole Proprietor |          |       |                      |         |             |                 |
| Form of entity [√]                                            | CC       | Trust | Pty Ltd              | Limited | Partnership | Sole Proprietor |
| VAT number [if registered]                                    |          |       |                      |         |             |                 |
| Company telephone number                                      |          |       |                      |         |             |                 |
| Company fax number                                            |          |       |                      |         |             |                 |
| Company email address                                         |          |       |                      |         |             |                 |
| Company 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 company provide                                     | Products |       | Services             |         | Both        |                 |
| Area of delivery                                              | National |       | Provincial           |         | Local       |                 |
| Is your company a public or private entity                    | Public   |       |                      | Private |             |                 |
| Does your company have a Tax Directive or IRP30 Certificate   | Yes      |       |                      | No      |             |                 |
| Main product or services [e.g. Stationery/Consulting]         |          |       |                      |         |             |                 |

*Complete B-BBEE Ownership Details:*

|                                                     |           |                         |           |                            |  |
|-----------------------------------------------------|-----------|-------------------------|-----------|----------------------------|--|
| % Black ownership                                   |           | % Black women ownership |           | % Disabled Black ownership |  |
| Does your company have a B-BBEE certificate         | Yes       |                         | No        |                            |  |
| What is your B-BBEE status [Level 1 to 9 / Unknown] |           |                         |           |                            |  |
| How many personnel does the firm 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 Company / Organisation:*

---

|           |  |             |  |
|-----------|--|-------------|--|
| Name      |  | Designation |  |
| Signature |  | Date        |  |

**"PREVIEW COPY ONLY"**

**Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

NAME OF ENTITY: \_\_\_\_\_

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

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

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

FULL NAME \_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_  
SIGNATURE SECRETARY

**"PREVIEW COPY ONLY"**

**RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

NAME OF ENTITY:

\_\_\_\_\_

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 response.

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.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2012

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**Section 8: GENERAL BID CONDITIONS - SERVICES**

**Refer General Bid Conditions attached hereto**

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**Section 9: STANDARD TERMS AND CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES TO TRANSNET**

**Refer Form ST&C attached hereto.**

**Respondents should note the obligations as set out in  
clause 20 [Terms and Conditions of Bid]  
of the General Bid Conditions [RFP Section 3] which reads as follows:**

*"The Service Provider shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C – Services, a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives. 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."*



**RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**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 bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [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.

*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 may lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]*

6. 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.
7. 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].*
8. 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 \_\_\_\_\_ 2012

|                                                         |             |
|---------------------------------------------------------|-------------|
| For and on behalf of<br>_____<br>duly authorised hereto | AS WITNESS: |
| Name:                                                   | Name:       |
| Position:                                               | Position:   |
| Signature:                                              | Signature:  |
| Date:                                                   |             |
| Place:                                                  |             |

**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](http://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](mailto: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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**RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**Section 11: BREACH OF LAW**

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 PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO  
Section 12: BID CLARIFICATION REQUEST FORM**

RFP No: CRAC-WGO-10178

RFP deadline for questions / bid clarifications: **Before 12:00 3 days prior to closing date**

TO: Transnet SOC Ltd  
ATTENTION: The Secretary, Transnet Acquisition Council [TAC]  
EMAIL: prudence.nkabinde@transnet.net  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_

RFP Bid Clarification No *[to be inserted by Transnet]*

**"PREVIEW COPY ONLY"**

**REQUEST FOR BID CLARIFICATION**

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

## RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO

### Section 13: SERVICE PROVIDER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling Services 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 Service Provider dealing with Transnet must understand and support. These are:

The Transnet Procurement Procedures Manual [**PPM**];

Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;

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 Service Providers of Transnet's expectations regarding behaviour and conduct of its Service Providers.

#### **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.

1. *Transnet will not participate in corrupt practices and therefore expects its Service Providers 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 with and payments to our Service Providers.

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 times when a Service Provider is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Service Providers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*

Service Providers 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].

*3. Transnet's relationship with Service Providers requires us to clearly define requirements, exchange information and share mutual benefits.*

Generally, Service Providers have their own business standards and regulations. Although Transnet cannot control the actions of our Service Providers, 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.

Service Providers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Service Provider is expected to participate in an honest and straight forward manner.

Service Providers 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.

Doing business with family members

Having a financial interest in another company in our industry

**RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**Section 14: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFP BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the site meeting / RFP briefing in respect of the proposed Services to be supplied in terms of this RFP on \_\_\_\_\_ 2012

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**"PREVIEW COPY ONLY"**



**RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**Section 15: NON-DISCLOSURE AGREEMENT [NDA]**

**Complete and sign the Non-Disclosure Agreement attached hereto**

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

## Section 17: E4B – MINIMUM COMMUNAL HEALTH REQUIREMENTS

### MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE JURISDICTION OF A LOCAL AUTHORITY: TEMPORARY FACILITIES FOR CONTRACTOR'S PERSONNEL

#### 1. CAMPS

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his Proposals as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage shall be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All buildings shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy condition. The Contractor shall take such steps as the Technical Officer and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Technical Officer, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Technical Officer and of the landowner and occupier where the site is on private land.

#### 2. HOUSING

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.

2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least **1m** above ground level.

2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.

2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

3. **WATER SUPPLY AND ABLUTION FACILITIES**

3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.

3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.

3.3 Waste water shall be hygienically disposed of.

4. **SANITATION**

4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.

4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.

4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.

4.4 Labour shall be employed on camp sanitation duties on the following basis:-

4.4.1 Where the number of persons living at the camp is 20 or less - one unit.

4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.

4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.

- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

5. **RATIONS**

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

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**RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**Section 18: E4E – SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE  
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

**1. General**

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
  - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

- 2.3 **"competent person"** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **"Contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

### 3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
  - (b) includes the use of explosives to perform construction work; or
  - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or
  - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies

and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

#### **4. Special Permits**

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

#### **5. Health and Safety Programme**

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
  - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
  - (b) the analysis and evaluation of the hazards identified;
  - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
  - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
  - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
  - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
  - (d) the site access control measures pertaining to health and safety to be implemented;
  - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
  - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4.1 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.



- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract.  
The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
  - (b) the procedures and methods to address all the identified risks per location;
  - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
  - (d) the training of employees working from elevated positions; and
  - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

## **7. Hazards and Potential Hazardous Situations**

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

**8. Health and Safety File**

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

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**ANNEXURE 1**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**  
**Regulation 3(1) of the Construction Regulations**  
**NOTIFICATION OF CONSTRUCTION WORK**

- 
- 
1. (a) Name and postal address of principal contractor:  
\_\_\_\_\_
  - (b) Name and tel. no of principal contractor's contact person:  
\_\_\_\_\_
  
  2. Principal contractor's compensation registration number: \_\_\_\_\_
  
  3. (a) Name and postal address of client:  
\_\_\_\_\_
  - (b) Name and tel no of client's contact person or agent:  
\_\_\_\_\_
  
  4. (a) Name and postal address of designer(s) for the project:  
\_\_\_\_\_
  - (b) Name and tel. no of designer(s) contact person:  
\_\_\_\_\_
  
  5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).  
\_\_\_\_\_
  
  6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). \_\_\_\_\_
  
  7. Exact physical address of the construction site or site office:  
\_\_\_\_\_  
\_\_\_\_\_
  
  8. Nature of the construction work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

- 9. Expected commencement date: \_\_\_\_\_
- 10. Expected completion date: \_\_\_\_\_
- 11. Estimated maximum number of persons on the construction site: \_\_\_\_\_
- 12. Planned number of contractors on the construction site accountable to the principle contractor:  
\_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
3.2 Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
3.3 Client

\_\_\_\_\_  
Date

\* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

\* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

**ANNEXURE 2**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

**SECTION/REGULATION:** \_\_\_\_\_

**REQUIRED COMPETENCY:** \_\_\_\_\_

In terms of

\_\_\_\_\_ I,

representing the Employer) do hereby appoint

As the Competent Person on the  
premises at

\_\_\_\_\_ (physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

\_\_\_\_\_

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

**ACCEPTANCE OF DESIGNATION**

*do hereby accept this Designation and  
acknowledge that I*

\_\_\_\_\_ *understand the requirements of this appointment.*

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

**DECLARATION**

In terms of the above Act I, \_\_\_\_\_ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

**Signature :-** \_\_\_\_\_

**Date :** \_\_\_\_\_

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**ANNEXURE 4**

**(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)**

**SITE ACCESS CERTIFICATE**

Access to : \_\_\_\_\_ (Area)  
Name of Contractor/Builder :- \_\_\_\_\_  
Contract/Order No.: \_\_\_\_\_

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order with  
(company) \_\_\_\_\_

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

**Signed :** \_\_\_\_\_ **Date :** \_\_\_\_\_

**TECHNICAL OFFICER**

---

**ACKNOWLEDGEMENT OF RECEIPT**

**Name** \_\_\_\_\_ **of**  
**Contractor/Builder :-** \_\_\_\_\_

**do hereby acknowledge and accept  
the duties**

\_\_\_\_\_ **and obligations in respect of the Safety of the site/area of Work in terms of the Occupational  
Health and Safety Act; Act 85 of 1993.**

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**Date :** \_\_\_\_\_

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**Section 19: BBD8210 VERSION 1 – E7/1 – SPECIFICATION TO GENERAL WORK AND  
WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE  
EQUIPMENT**

Refer to attached form hereto

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\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**Section: 20 - SCHEDULE OF PLANT AND EQUIPMENT**

**RFP NUMBER No MMC NV0001\_ 10209**

**RFP FOR THE PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO**

**SCHEDULE OF PLANT**

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

**(i) Plant immediately available for work tendered for:**

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**(ii) Plant on order and which will be available for work tendered for:**

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**(iii) Plant to be acquired for the work tendered for:**

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**RFP FOR THE PROVISION OF  
PREPARATION AND PAVING OF ROAD SURFACE AT WITBANK LOCO  
FOR A ONCE OFF PERIOD**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

---

**1. INTRODUCTION**

- 1.1 A total of **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;

- 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 CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders 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:

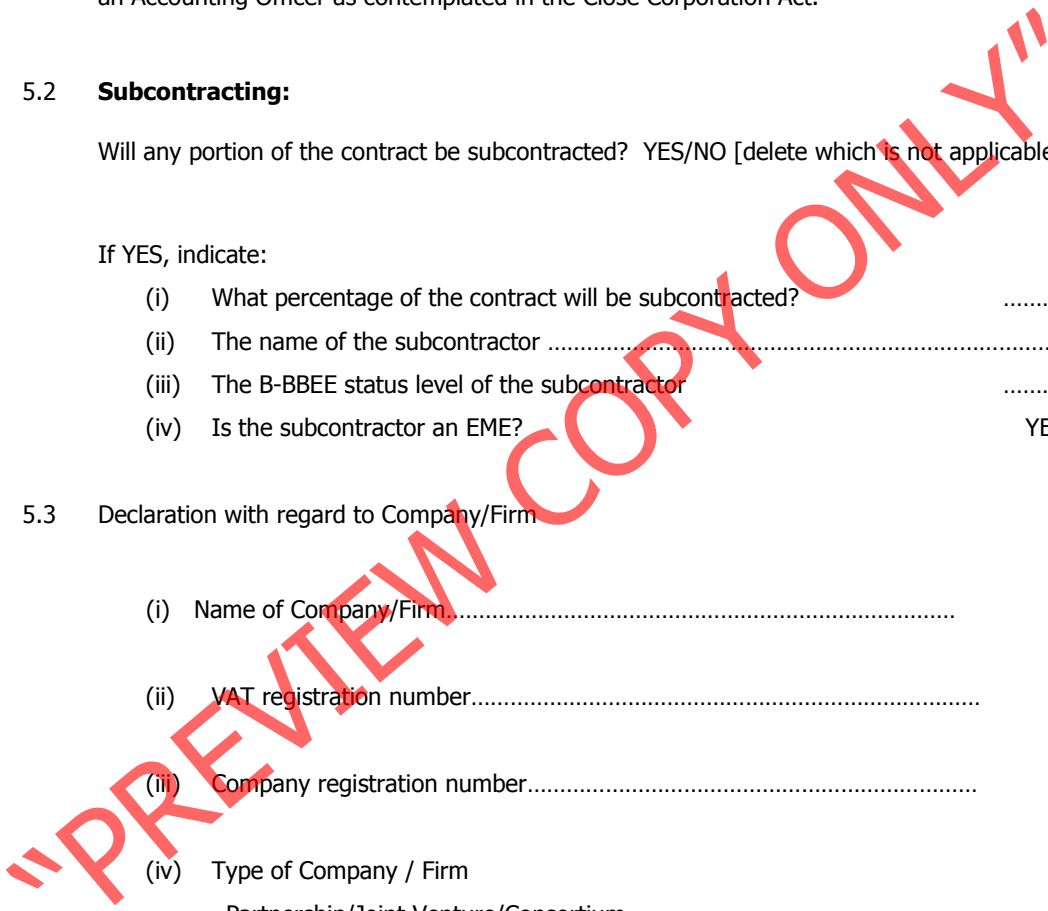
- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

**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 *audialterampartem*[hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

|                     |
|---------------------|
| SIGNATURE OF BIDDER |
|---------------------|

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

.....

.....

