

TRANSNET FREIGHT RAIL a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-JHB-23088

FOR THE PROVISION OF: PROFESSIONAL SERVICE PROVIDERS TO DO A
REQUIRED DETAILED / FINAL DESIGNS FOR A
HOUSING PROJECT AT POSTMANSBURG FOR THE
PERIOD OF THREE [3] MONTHS.

FOR DELIVERY TO: POSTMANSBURG, NORTHERN CAPE

ISSUE DATE: 18 JANUARY 2017

BRIEFING SESSION DATE: 25 JANUARY 2017

BRIEFING SESSION VENUE: 8 HILL SIDE ROAD, PARKTOWN, JOHANNESBURG
GROUND FLOOR BOARDROOM

BRIEFING SESSION TIME: 12:00 PM

CLOSING DATE: 02 FEBRUARY 2017

CLOSING TIME: 10:00 AM

VALIDITY PERIOD: 31 MAY 2017

***PLEASE NOTE: THE BRIEFING SESSION IS COMPULSORY, BRING THE VALID
TENDER DOCUMENT. RESPONDENTS FAILING TO ATTEND WILL BE
DISQUALIFIED.***

Section 1

NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	For The Provision Of Professional Service Providers To Do A Required Detailed / Final Designs For A Housing Project At Postmansburg For The Period Of 3 Months.
BID FEE AND BANKING DETAILS	<p>R250.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p style="margin-left: 40px;">Account Name : Transnet Freight Rail</p> <p style="margin-left: 40px;">Account : Standard Bank</p> <p style="margin-left: 40px;">Account number : 203158598</p> <p style="margin-left: 40px;">Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between 09:00 and 15:00 from 18 January 2017 until 24 January 2017.</p> <p>This RFQ may be picked up from the following address: RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG</p>
COMPULSORY BRIEFING SESSION	<p>A compulsory briefing session will be conducted at 8 Hill Side Road, Parktown, Johannesburg on the 25 January 2017 at 12:00pm for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.</p> <p>1.1 <i>A Certificate of Attendance set out in Annexure B page 34 hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory briefing.</i></p> <p>1.2 Respondents failing to attend the compulsory site meeting and/or RFP briefing will be disqualified.</p>
CLOSING DATE	<p>10:00 AM on Thursday 02 February 2017</p> <p>This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>90 Business Days from Closing Date.</p> <p>End of validity period: 31 May 2017</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
SPECIAL CONDITIONS	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 24 January 2017 by sending an email with their contact details to the following address: Anthonie.Erasmus@transnet.net. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p>

	Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.
RFQ ANNEXURES	ANNEXURE A: COMPLAINT TO SPECIFICATION (CLAUSE BY CLAUSE DECLARATION) PART 1 & PART 2. ANNEXURE B: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING. ANNEXURE C: SUPPLIER DECLARATION FORM (VENDOR FORM). ANNEXURE D: GENERAL BID CONDITIONS.

2 Responses to RFQ

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

3 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

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

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

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

4 Communication

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

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Moleboheng Tladi

Email: moleboheng.tladi@transnet.net

Telephone: 011 584 1071

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

NAME	Email address	Telephone	Fax
Lolo Sokhela	Lolo.sokhela@transnet.net	011 544 9494	011 774 9186
Thuli Mathebula	Thuli.mathebula@transnet.net	011 544 9497	011 774 9129

5 Legal Compliance

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

6 Changes to Quotations

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

7 Pricing

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

8 Prices Subject to Confirmation

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

9 Binding Offer

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

10 Disclaimers

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

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

- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract and/or place the Respondent on Transnet's list of Restricted Suppliers.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

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

Transnet reserves the right to lower the threshold for Technical from 70% to 60% if no Bidders pass the predetermined minimum threshold.

11 Specification/Scope of Work

The service provider to be appointed will undertake Review of available reports i.e. Traffic Impact Assessment study (TIA), the land Survey and the Geotechnical study; Preliminary Design; Detailed Design Construction Supervision and Close out for the Postmansburg Housing Project.

The design and construction of services is to be in accordance with TFR Engineering Design Standards, South African National Standards (SANS) 10400, 10120 and 10142, National Housing Builders Regulation Council, Red Book (Guidelines for Human Settlement Planning and design) and engineering best practice. The detailed designs for services reticulation includes an existing township i.e. Stasie community of 60 stands/houses and 150 vacant stands of an approved township development. The plan is to expand the new development to 185 houses in the future, therefore some requirements in the scope refer and require detailed designs and cost estimates for 185 houses. The 245 houses is derived from the total of household inclusive of the 185 erven of new development and the 60 houses of Stasie township.

The project scope is summarized as follow:

11.1 ROADS	<p>Planning, detailed designs and specifications, with a complete detailed Bill of Quantities of paved access roads at a new Municipal approved township (150 erven) and Stasie township (60) houses:</p> <ul style="list-style-type: none"> • Design of 60mm interlocking brick internal roads with adequate kerbs. The design is to be inclusive of design onto major linking roads. Intersection designs of these are to be as per the TIA's findings and provincial roads guidelines. • Drainage: V-drain and underground storm water pipes where necessary. An effective storm water management system, the design shall take into consideration runoff from development. • Signage: Directional signage, road marking and speed humps where necessary; • Provision of detailed as-built drawings with finishes schedule and maintenance guidelines.
11.2 WATER RETICULATION & WATER TANK	<p>Planning, detailed designs and specifications, with a complete detailed Bill of Quantities of water supply reticulation and a water tank to accommodate 210 households and 1 x community centre:</p> <ul style="list-style-type: none"> • Design (layout, sizes, materials, valves etc) of adequate water supply reticulation and connection to existing Municipal water infrastructure. • Determine the capacity of Municipal water required

	<p>to supply the development of 185 households.</p> <ul style="list-style-type: none"> • Water tank: Detailed design and size quantification for adequate water storage tank to accommodate 245 households. Cost effective water tank material to be used. • Provide Bill of Quantities for the water tank • Location: The water tank positioning must be within the housing development, with appropriate height and without posing social and structural risk to the community. • Determine the pressure and capacity of water required to fill and operate the storage tank. • Provision of detailed as-built drawings with finishes schedule and maintenance guidelines. • Layout of the location of fire hydrants including Bill of Quantities.
<p>11.3 ELECTRICAL RETICULATION</p>	<p>Planning, detailed designs and specifications, with a complete detailed Bill of Quantities of electrical supply reticulation and amenities to accommodate 210 households and 1 x community centre:</p> <ul style="list-style-type: none"> • Design (layout, cables, kiosks etc) of adequate electrical supply reticulation and systems. • Determine Municipal electricity capacity required and power factor correction for 185 households; • Adequate street lighting quantification, specification and location; • Provision of detailed as-built drawings with finishes schedule and maintenance guidelines. • Final designs of electrical distribution including substations, switch panels and switchgear, transformers, cables/conductors and facility distribution boards. • Source option for Power Purchase Agreement for Solar Energy.

11.4 SEWER RETICULATION	<p>Planning, detailed designs and specifications, with a complete detailed Bill of Quantities of sewer reticulation and amenities to accommodate 210 households and 1 x community centre:</p> <ul style="list-style-type: none"> • Design (layout, gradient, sizes, materials, manholes, rodding eyes etc) of adequate sewer network including discharge to existing Municipal infrastructure. • Determine the sewer capacity to accommodate 185 households. • Provision of detailed as-built drawings with finishes schedule and maintenance guidelines.
11.5 HOUSES - 60 houses of 80m² (2 bedroom) - 90 houses of 90m² (3 bedroom)	<p>Detailed architectural designs and working drawings of 150 dwelling house(s) with a complete detailed Bill of Quantities for construction;</p> <ul style="list-style-type: none"> • Design: Strip foundation plaster and paint brickwork walls houses – Municipal approved; • House foundations details with bending schedule • Drawings: floor plan(s), sections, elevations, site layout, boundary fence design, electrical points layout; • Typical finishes: steel window and door frames, timber doors; • Cost effective roof complete with steel gutters and downpipes, linked to the water harvesting facilities; • Provision of detailed as-built drawings with finishes schedule, windows and doors schedules. • Lighting and power socket layout per facility/house. Provision to be made for electric water heating for likelihood of periods of inadequate solar energy source. • Services layout (sewer, water) on drawing to indicate main line connection • Individual house services reticulation designs • The cost of the demolition of existing foundations and cutting of trees on site. • See through boundary fence between new development and informal settlement. • Outdoor/external wash basin

11.6 HOUSE INTERIOR	<ul style="list-style-type: none"> Design and layout of Kitchen and bedrooms Built in cupboards(BIC) BIC Bill of Quantities for 150 houses and finishes schedule
11.7 SOLAR GEYSERS	<p>South African Bureau of Standards (SABS) approved solar geyser for 150 houses.</p> <ul style="list-style-type: none"> Capacity: 200 litres each Bill of Quantities and costing per geyser Provision of solar geyser operation and maintenance manual.
11.8 WATER & ELECTRICITY METERS	<p>SABS approved meters for 150 houses.</p> <ul style="list-style-type: none"> Water and electricity meters compatible to the Municipality system Costing per meter and Bill of Quantities Provision of meter operation and maintenance manual.
11.9 SITE DEVELOPMENT PLAN FOR 150 ERVEN	<ul style="list-style-type: none"> Site development master plan, with individual with appropriate landscaping for the erven. Indication of street furniture, servitudes and major manholes.
11.10 PROJECT MANAGEMENT	<ul style="list-style-type: none"> Provide a detailed project plan with time frames for completion Provide project cash flows for a period 3 months Provide a project methodology and a quality management plan in the project execution
11.11 DISBURSEMENT	<ul style="list-style-type: none"> The project cost estimates to include the disbursements (travelling costs) relating to the project.

11.12 General notes

- All designs in the scope must be detailed designs for construction
- A detailed Bill of Quantities for all materials in the designs to be included.
- A detailed designs report should be provided with total project construction costs and a cost breakdown of project items.
- All materials proposed, provide an indication of the life span and bill of quantities.
- The services reticulation and detailed designs i.e. street lighting, storm water drainage should include the existing township i.e. the Stasie community.
- Road works and detailed designs should include the upgrade of the adjacent Stasie Community.
- The service provider to check the size and type of pipes from the Municipal services.

12 Legal review

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

13 Security clearance

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

14 National Treasury's Central Supplier Database

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

Supplier Number: _____ Unique registration reference number: _____.

15 Tax Compliance

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

15.1 New Tax Compliance Status (TCS) System

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

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

Tax reference number: _____

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

15.2 Tax Compliance Requirements for Foreign Entities

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

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?

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

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

16 Protection of Personal Data

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

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

TIP-OFFS ANONYMOUS: 0800 003 056

Returnable Document

RFQ FOR THE PROVISION OF: PROFESSIONAL SERVICE PROVIDERS TO DO A REQUIRED DETAILED / FINAL DESIGNS FOR A HOUSING PROJECT AT POSTMANSBURG FOR THE PERIOD OF THREE [3] MONTHS.

METHOD: [post and/or courier/hand deliver]

CLOSING VENUE: TRANSNET FREIGHT RAIL, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG

CLOSING DATE & TIME: 02 FEBRUARY 2017 @ 10:00AM

VALIDITY PERIOD: 90 [Ninety] Business Days

SECTION 2**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS****1 Evaluation Criteria**

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

Criterion/Criteria	Explanation
Administrative responsiveness	<p>Completeness of response and returnable documents:</p> <ul style="list-style-type: none"> • Submission of Mandatory Documents / Schedules • Submission of Essential Documents / Schedules • Submission of Other Documents / Schedules • All pages of the tender submission is signed by the Bidder/Respondent • Letter of Good Standing • Bidders must be registered with the National Treasury (CSD) Central Supplier Data Base prior to award
Substantive responsiveness	<ul style="list-style-type: none"> • Compliance to Specification (Clause by Clause Declaration) • Qualifications of key staff (assigned personnel) in relation to the scope of work i.e. Civil Engineer, Electrical Engineer, Architect and Quantity Surveyor • Proof of professional registration at respective professional bodies i.e. ECSA, ASAQS, and SACAP. • Pricing Schedule Submitted & All Items on Pricing Schedule must be Priced
Functionality Threshold	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 70%.</p> <ul style="list-style-type: none"> • Proof of demonstrated experience (past performance) in construction projects - 40% • Adequacy of proposed methodology, project plan, time frames and cash flows - 30% • Quality assurance systems which ensure compliance with stated project requirements - 30%
Final weighted evaluation based on 90/10 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 6: B-BBEE Claim Form.

Returnable Document**2 Validity Period**

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

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

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

This RFQ is valid until 30 April 2017.

3 Disclosure of Prices Quoted

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

4 Returnable Documents

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

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

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

Returnable Document

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2 :	
<ul style="list-style-type: none"> Compliance to Specification (Clause by Clause Declaration) – Annexure A Part 1 & Part 2 	
<ul style="list-style-type: none"> Qualifications of key staff (assigned personnel) in relation to the scope of work i.e. Civil Engineer, Electrical Engineer, Architect and Quantity Surveyor 	
<ul style="list-style-type: none"> Proof of professional registration at respective professional bodies i.e. ECSA, ASAQs, and SACAP. 	
SECTION 3 :	
<ul style="list-style-type: none"> Quotation Form 	

b) **Essential Returnable Documents**

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

Essential Returnable Documents required for evaluation purposes:

Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	

Other Essential Returnable Documents:

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

Returnable Document

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

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
ANNEXURE B : Certificate of attendance of compulsory RFQ Briefing	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 4: Certificate of Acquaintance with RFQ Documents	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 6: B-BBEE Preference Claim Form	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

Returnable Document

SECTION 3

QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT

I/We _____

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Returnable Document**Price Schedule**

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

<u>PROJECT ITEMS</u>	<u>PRICE PER PROJECT ITEMS FOR THE PERIOD OF ONE [1] MONTH</u>	<u>PRICE PER PROJECT ITEMS FOR THE PERIOD OF THREE [3] MONTHS</u>
1. Review available project documents:		
· Traffic study		
· Environmental Assessment		
· Geotechnical Report		
· Property Surveys		
2. Design and project Resources:		
· Civil Engineer		
· Electrical Engineer		
· Architect		
· Quantity Surveyor		
3. Provision of Bill of Quantities (BOQ) for:		
· Detailed road designs		
· Detailed designs for water reticulation systems		
· Detailed designs for water tank		
· Detailed designs for electrical reticulation		
· Detailed designs for sewer reticulation		
· Detailed architectural house designs, house finishes		
· All required fencing (individual erven & see through fence between new development and the informal settlement)		
· House interiors (BIC, water and electricity meter) and exteriors (Geysers, wash basin)		
· Site development plan material		
4. Project Reports		
5. Disbursements		
6. Contingency		
TOTAL PRICE EXCLUDING VAT	R	R
VAT AMOUNT	R	R
TOTAL PRICE INCLUDING VAT	R	R

Returnable Document

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

Notes to Pricing:

- a. All Prices must be quoted in South African Rand, exclusive of VAT
- b. To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c. Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- d. **All Items on Pricing Schedule must be Priced, failure to so will result in bidders being disqualified.**

Returnable Document**SECTION 4****CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet – ANNEXURE D
3. Transnet's Supplier Integrity Pact*
4. Non-disclosure Agreement*
5. Vendor Application Form* and all supporting documents (first time vendors only – ANNEXURE C). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".
Respondents are to note that the documents marked with a "*" are available on request or at the Transnet website (www.transnet.net). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents".

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

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

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

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

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

Returnable Document

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Returnable Document

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

Returnable Document

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

Returnable Document

SECTION 6

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 **Failure on the part of a bidder to submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

Returnable Document

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the 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;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, 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;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

Returnable Document

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

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

5.3 **QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit** on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

Returnable Document

- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 8.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 9.2 VAT registration number:.....

- 9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

Returnable Document**9.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

.....

.....

Returnable Document**ANNEXURE A [PART 1]****CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION****RFQ NUMBER: CRAC-JHB-23088**

The compliance response is to contain ONLY the following statement, **"Comply" or "Do not comply"**.
Bidders Are To Refer To The Specifications For Full Detailed Description For Provision of Professional Service Providers To Do A required Detailed / Final Designs For A Housing Project At Postmansburg For The Period Of Three [3] Months.

FAILURE TO FULLY COMPLETE OR COMPLY WITH ANNEXURE A [PART 1] WILL BE REGARDED AS NON-COMPLIANCE.

		COMPLY	DO NOT COMPLY
11.1 ROADS	<p>Planning, detailed designs and specifications, with a complete detailed Bill of Quantities of paved access roads at a new Municipal approved township (150 erven) and Stasie township (60) houses:</p> <ul style="list-style-type: none"> • Design of 60mm interlocking brick internal roads with adequate kerbs. The design is to be inclusive of design onto major linking roads. Intersection designs of these are to be as per the TIA's findings and provincial roads guidelines. • Drainage: V-drain and underground storm water pipes where necessary. An effective storm water management system, the design shall take into consideration runoff from development. • Signage: Directional signage, road marking and speed humps where necessary; • Provision of detailed as-built drawings with finishes schedule and maintenance guidelines. 		

Returnable Document

11.2 WATER RETICULATION & WATER TANK	<p>Planning, detailed designs and specifications, with a complete detailed Bill of Quantities of water supply reticulation and a water tank to accommodate 210 households and 1 x community centre:</p> <ul style="list-style-type: none"> • Design (layout, sizes, materials, valves etc) of adequate water supply reticulation and connection to existing Municipal water infrastructure. • Determine the capacity of Municipal water required to supply the development of 185 households. • Water tank: Detailed design and size quantification for adequate water storage tank to accommodate 245 households. Cost effective water tank material to be used. • Provide Bill of Quantities for the water tank • Location: The water tank positioning must be within the housing development, with appropriate height and without posing social and structural risk to the community. • Determine the pressure and capacity of water required to fill and operate the storage tank. • Provision of detailed as-built drawings with finishes schedule and maintenance guidelines. • Layout of the location of fire hydrants including Bill of Quantities. 		
11.3 ELECTRICAL RETICULATION	<p>Planning, detailed designs and specifications, with a complete detailed Bill of Quantities of electrical supply reticulation and amenities to accommodate 210 households and 1 x community centre:</p> <ul style="list-style-type: none"> • Design (layout, cables, kiosks etc) of adequate electrical supply reticulation and systems. • Determine Municipal electricity capacity required and power factor correction for 185 households; 		

Returnable Document

	<ul style="list-style-type: none"> • Adequate street lighting quantification, specification and location; • Provision of detailed as-built drawings with finishes schedule and maintenance guidelines. • Final designs of electrical distribution including substations, switch panels and switchgear, transformers, cables/conductors and facility distribution boards. • Source option for Power Purchase Agreement for Solar Energy. 		
11.4 SEWER RETICULATION	<p>Planning, detailed designs and specifications, with a complete detailed Bill of Quantities of sewer reticulation and amenities to accommodate 210 households and 1 x community centre:</p> <ul style="list-style-type: none"> • Design (layout, gradient, sizes, materials, manholes, rodding eyes etc) of adequate sewer network including discharge to existing Municipal infrastructure. • Determine the sewer capacity to accommodate 185 households. • Provision of detailed as-built drawings with finishes schedule and maintenance guidelines. 		
11.5 HOUSES - 60 houses of 80m² (2 bedroom) - 90 houses of 90m² (3 bedroom)	<p>Detailed architectural designs and working drawings of 150 dwelling house(s) with a complete detailed Bill of Quantities for construction;</p> <ul style="list-style-type: none"> • Design: Strip foundation plaster and paint brickwork walls houses – Municipal approved; • House foundations details with bending schedule • Drawings: floor plan(s), sections, elevations, site layout, boundary fence design, electrical points layout; • Typical finishes: steel window and door frames, timber doors; • Cost effective roof complete with steel gutters and downpipes, linked to the 		

Returnable Document

	<p>water harvesting facilities;</p> <ul style="list-style-type: none"> • Provision of detailed as-built drawings with finishes schedule, windows and doors schedules. • Lighting and power socket layout per facility/house. Provision to be made for electric water heating for likelihood of periods of inadequate solar energy source. • Services layout (sewer, water) on drawing to indicate main line connection • Individual house services reticulation designs • The cost of the demolition of existing foundations and cutting of trees on site. • See through boundary fence between new development and informal settlement. • Outdoor/external wash basin 		
11.6 HOUSE INTERIOR	<ul style="list-style-type: none"> • Design and layout of Kitchen and bedrooms Built in cupboards(BIC) • BIC Bill of Quantities for 150 houses and finishes schedule 		
11.7 SOLAR GEYSERS	<p>South African Bureau of Standards (SABS) approved solar geyser for 150 houses.</p> <ul style="list-style-type: none"> • Capacity: 200 litres each • Bill of Quantities and costing per geyser • Provision of solar geyser operation and maintenance manual. 		
11.8 WATER & ELECTRICITY METERS	<p>SABS approved meters for 150 houses.</p> <ul style="list-style-type: none"> • Water and electricity meters compatible to the Municipality system • Costing per meter and Bill of Quantities • Provision of meter operation and maintenance manual. 		
11.9 SITE DEVELOPMENT PLAN FOR 150 ERVEN	<ul style="list-style-type: none"> • Site development master plan, with individual with appropriate landscaping for the erven. • Indication of street furniture, 		

Returnable Document

	servitudes and major manholes.		
11.10 PROJECT MANAGEMENT	<ul style="list-style-type: none"> • Provide a detailed project plan with time frames for completion • Provide project cash flows for a period 3 months • Provide a project methodology and a quality management plan in the project execution 		
11.11 DISBURSEMENT	<ul style="list-style-type: none"> • The project cost estimates to include the disbursements (travelling costs) relating to the project. 		
11.12 General notes	<ul style="list-style-type: none"> • All designs in the scope must be detailed designs for construction • A detailed Bill of Quantities for all materials in the designs to be included. • A detailed designs report should be provided with total project construction costs and a cost breakdown of project items. • All materials proposed, provide an indication of the life span and bill of quantities. • The services reticulation and detailed designs i.e. street lighting, storm water drainage should include the existing township i.e. the Stasie community. • Road works and detailed designs should include the upgrade of the adjacent Stasie Community. • The service provider to check the size and type of pipes from the Municipal services. 		

Returnable Document**ANNEXURE A [PART 2]****CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION****RFQ NUMBER: CRAC-JHB-23088**

The compliance response is to contain ONLY the following statement, **"Comply" or "Do not comply"**.
 Bidders Are To Refer To The Specifications For Full Detailed Description For Provision of Professional Service Providers To Do A required Detailed / Final Designs For A Housing Project At Postmansburg For The Period Of Three [3] Months.

FAILURE TO FULLY COMPLETE OR COMPLY WITH ANNEXURE A [PART 2] WILL BE REGARDED AS NON-COMPLIANCE.

PROJECT ITEMS	COMPLY	DO NOT COMPLY
1. Review available project documents:		
• Traffic study		
• Environmental Assessment		
• Geotechnical Report		
• Property Surveys		
2. Design and project Resources:		
• Civil Engineer		
• Electrical Engineer		
• Architect		
• Quantity Surveyor		
3. Provision of Bill of Quantities (BOQ) for:		
• Detailed road designs		
• Detailed designs for water reticulation systems		
• Detailed designs for water tank		
• Detailed designs for electrical reticulation		
• Detailed designs for sewer reticulation		
• Detailed architectural house designs, house finishes		
• All required fencing (individual erven & see through fence between new development and the informal settlement)		
• House interiors (BIC, water and electricity meter) and exteriors (Geysers, wash basin)		
• Site development plan material		
4. Project Reports		
5. Disbursements		
6. Contingency		

Returnable Document

ANNEXURE B

RFQ SITE MEETING

A COMPULSORY BRIEFING SESSION WILL BE HELD AT THE FOLLOWING VENUE:

Venue: 8 Hill Side Road, Parktown, Johannesburg, Ground Floor Boardroom.

Time: 12:00 PM

Date: 25 January 2017

The briefing session and site inspection meeting are compulsory and companies not attending **will be excluded** from the tendering process.

For direction to briefing, please contact Futhi Mathebula on 011 773 3495 / 071 877 1590 or Kabelo Monchusi on 011 584 0691 / 083 272 2508

ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

.....

TRANSNET'S REPRESENTATIVE

.....

TENDERER'S REPRESENTATIVE

DATE:

DATE:

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE BRIEFING SESSION **WILL** AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

PLEASE BRING THE VALID TENDER DOCUMENT ON THE DAY OF BRIEFING.

PLEASE NOTE THAT IF YOU DON'T BRING A VALID TENDER DOCUMENT, YOU WILL NOT BE ALLOWED IN THE BRIEFING SESSION AND ACCESS TO SITE.

Returnable Document

ANNEXURE C

SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details on to the Transnet vendor database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix V to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

NB: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

General Terms and Conditions:

Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further information from you.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable, as EMEs and QSEs are only expected to supply an affidavit as per Appendix III and IV), as well as all affidavits, annually. Failure to do so may result in the supplier's account being temporarily suspended.

Returnable Document

SUPPLIER DECLARATION FORM

NB: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No. Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Did your company previously operate under another name? ☐ Yes ☐ No

If **YES** state the previous details below:

Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status

VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

Document Name: Supplier Declaration Form

Revision: Version 7.3

Returnable Document

Is your company a Labour Broker?				Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.							
How many personnel does the business employ?				Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.							
Most recent Financial Year's Annual Turnover		<R10Million		>R10Million <R50Million		>R50Million	
Does your company have a valid BBBEE certificate?				Yes		No	
What is your broad based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of BBBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability.							
By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct							
Name				Designation			
Signature				Date			
Stamp And Signature Of Commissioner Of Oaths							
Name				Date			
Signature				Telephone No			

Returnable Document

Appendix II

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____, solemnly swear/declare that _____
_____ employs three or more full time employees, which employees are
engaged in the business of rendering the services of the organisation and are not connected
persons as defined in the Income Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of _____
_____, 20____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

Returnable Document**Appendix III****Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition) More than 51% black	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition) Less than 51% black	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____**Date:** _____**Commissioner of Oaths
Signature & stamp**

Returnable Document

Appendix IV

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the dti Codes of Good Practice. (Tick appropriate box in table below).

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Returnable Document**ANNXURE D****GENERAL BID CONDITIONS - SERVICES****TABLE OF CONTENTS**

1	<u>DEFINITIONS</u>
2	<u>GENERAL</u>
3	<u>SUBMISSION OF BID DOCUMENTS</u>
4	<u>USE OF BID FORMS</u>
5	<u>BID FEES</u>
6	<u>VALIDITY PERIOD</u>
7	<u>ITE VISIT / BRIEFING SESSION</u>
8	<u>CLARIFICATION BEFORE THE CLOSING DATE</u>
9	<u>COMMUNICATION AFTER THE CLOSING DATE</u>
10	<u>UNAUTHORISED COMMUNICATION ABOUT BIDS</u>
11	<u>POST TENDER NEGOTIATIONS</u>
12	<u>RETURNABLE DOCUMENTS</u>
13	<u>DEFAULTS BY RESPONDENTS</u>
14	<u>CURRENCY</u>
15	<u>PRICES SUBJECT TO CONFIRMATION</u>
16	<u>ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES</u>
17	<u>EXCHANGE AND REMITTANCE</u>
18	<u>ACCEPTANCE OF BID</u>
19	<u>NOTICE TO UNSUCCESSFUL RESPONDENTS</u>
20	<u>TERMS AND CONDITIONS OF CONTRACT</u>
21	<u>CONTRACT DOCUMENTS</u>
22	<u>LAW GOVERNING CONTRACT</u>
23	<u>IDENTIFICATION</u>
24	<u>CONTRACTUAL SECURITIES</u>
25	<u>DELETION OF ITEMS TO BE EXCLUDED FROM BID</u>
26	<u>VALUE-ADDED TAX</u>
27	<u>IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT</u>
28	<u>DELIVERY REQUIREMENTS</u>
29	<u>SPECIFICATIONS AND COPYRIGHT</u>
30	<u>BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS</u>
31	<u>CONFLICT WITH BID DOCUMENT</u>
32	<u>TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)</u>

1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

6 VALIDITY PERIOD

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISIT / BRIEFING SESSION

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, or where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 POST TENDER NEGOTIATIONS

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

12 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

13 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 13.2 accept an order in terms of the Bid;
- 13.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 13.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

14 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFX.

15 PRICES SUBJECT TO CONFIRMATION

- 15.1 Prices which are quoted subject to confirmation will not be considered.
- 15.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

17 EXCHANGE AND REMITTANCE

- 17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- 17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 17.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 17.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

18 ACCEPTANCE OF BID

- 18.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 18.2 Transnet reserves the right to accept any Bid in whole or in part.
- 18.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 18.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

19 NOTICE TO UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

20 TERMS AND CONDITIONS OF CONTRACT

- 20.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

- 20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

21 CONTRACT DOCUMENTS

- 21.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 21.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

22 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

23 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

24 CONTRACTUAL SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.

- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

25 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

26 VALUE-ADDED TAX

- 26.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 26.2 In respect of foreign Services rendered:
- the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

27 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

27.1 Method of Payment

The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 27.10 above. Failure to comply with clause 27.10 above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above [*Contractual Securities*].

27.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

28 DELIVERY REQUIREMENTS**28.1 Period Contracts**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

28.2 Progress Reports

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

28.3 Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

29 SPECIFICATIONS AND COPYRIGHT**29.1 Specifications**

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

29.2 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

30 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

30.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

- 30.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 30.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 30.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

- 30.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or

funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

31 CONFLICT WITH BID DOCUMENT

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

32 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 32.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.
- 32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The

standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

- 32.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 32.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 32.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 32.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
 - b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
 - c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
 - d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- 32.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.
- 32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 32.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

RFQ for the Provision of Professional Service Providers To Do A Required Detailed / Final Designs For A Housing Project At Postmansburg For The Period Of Three [3] Months.

Returnable Document

RFQ ANNEXURES:

ANNEXURE A: COMPLAINT TO SPECIFICATION (CLAUSE BY CLAUSE DECLARATION) PART 1 & PART 2.

ANNEXURE B: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING.

ANNEXURE C: SUPPLIER DECLARATION FORM (VENDOR FORM).

ANNEXURE D: GENERAL BID CONDITIONS.

Respondent's Signature

Date & Company Stamp