

FREIGHT RAIL

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ] ERACKT 1247 - 12318

**CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS
AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)**

RFQ NUMBER ERACKT 1247 - 12318
ISSUE DATE: 29 October 2013
CLOSING DATE: 12 November 2013
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 28 February 2014

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"PREVIEW COPY ONLY"

LIST OF ACRONYMS

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

"PREVENTED COPY ONLY"

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 1: NOTICE TO BIDDERS

1. QUOTATION REQUEST

- 1.1** Responses to this RFQ [hereinafter referred to as a **Bid** or a **Quotation**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**] for the construction of speed humps and installation of roads signs at Pyramid South yard in Pretoria North (MBX0211P) [**The Services**] to Transnet.

On or after 29 October 2013, the RFQ documents may be inspected at, and are obtainable from the office of the Transnet Freight Rail Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg, **for a free of charge** per set.

- 1.2** RFQ documents will only be available for collection between 09:00 and 15:00 from 29 October 2013 until 15H00 on Monday 04 November 2013.

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

2. FORMAL BRIEFING

A compulsory information RFQ briefing will be conducted at Transnet Freight Rail Transnet, Pyramid South Station, R101 Hammanskraal Road, on Tuesday the 05 November 2013 at 09h00 for a period of ± 45 minutes. Should any technical information be required, tenderers may contact Sivuyile Nguma; Cell phone number 083 252 8550, Office: 012 315 2665, E-mail: sivuyile.nguma@transnet.net.

. [Respondents to provide own transportation and accommodation].

- a. *A Certificate of Attendance in the form set out in Section 15 hereto must be completed and submitted with your Quotation as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.*
- b. Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- c. Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.
- d. The briefing session will start punctually at 09h00 and information will not be repeated for the benefit of Respondents arriving late.
- e. Reflective Jackets and Safety Shoes to be worn when visiting the site.
- f. As the site meeting will be held in an operational area of Transnet, all people entering the premises may be subjected to a substance abuse test. This is a standard operational requirement for TFR, when entering any operational area in order that TFR may address the risk of injury. Any person that fails such test will not be permitted to enter the premises and thereby forfeits rights to be allowed access to the briefing session and will subsequently not be permitted to submit a bid for the tender.

3. QUOTATION SUBMISSION

Quotations (inclusive of attachments) **in duplicate [1 original and 1 copy]** must reach the Secretariat, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No:	ERACKT 1247 - 12318
Description	Construction of Speed Humps and Installation of Roads Signs at Pyramid South Yard in Pretoria North (MBX0211P)
Closing date and time:	12 November 2013 at 10h00
Closing address	<i>[Refer to options in paragraph 4 below]</i>

All envelopes must reflect the return address of the Respondent on the reverse side.

4. DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand

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

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

- b) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- c) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

4.2 Dispatch by courier

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

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

Please note that this RFQ closes punctually at **10:00 on Tuesday 12 November 2013.**

- a. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- b. No email or facsimile responses will be considered, unless otherwise stated herein.
- c. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- d. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- e. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
- f. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [*Alterations made by the Respondent to Bid Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

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

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

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

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

5.1 B-BBEE Scorecard and Rating

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

- Quotations will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- The 90/10 preference point system applies where the acquisition of the Services will exceed R1 000 000.00.

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

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

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

Enterprises will be rated by Verification Agencies or Registered Auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

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

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black¹ ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

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

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

In this RFQ, Transnet will accordingly allocate a maximum of **10/20 [ten/twenty] points** in accordance with the **80/20 / 90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [*Refer **Section 14** for further details*].

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

¹ **Black** means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

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

R _____

*All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as **Section 14.***

5.2 B-BBEE Joint Ventures, Consortiums and/or Subcontractors

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

a) **JVs or Consortiums**

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

(i) Incorporated JVs/Consortiums

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

(ii) Unincorporated JVs/Consortiums

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

N.B. Failure to submit a B-BBEE certificate in respect of the JV or Consortium, which is valid as at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

b) **Subcontracting**

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

A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status

level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

5.3 B-BBEE Registration

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

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

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

6. COMMUNICATION

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

6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted before **12:00 3 days prior to closing date**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

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

Name: Kgalalelo *Kgali* Tlhabanelo

E-mail: Kgalalelo.tlhabanelo@transnet.net

6.3 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 544 9486 or email prudence.nkabinde@transnet.net on any matter relating to its RFQ Quotation.

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

7. INSTRUCTIONS FOR COMPLETING THE RFQ

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

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

7.3 All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.

8. COMPLIANCE

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

9. ADDITIONAL NOTES

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

9.2 The person or persons signing the Quotation must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Quotation together with their contact details.

9.3 Bidders who fail to submit a duly completed and signed RFQ Declaration Form [Section 10] will not be considered.

9.4 Transnet will not do business with companies involved in B-BBEE fronting practices.

9.5 Transnet may wish to visit the Respondent's place of business during this RFQ process.

9.6 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

9.7 Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

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

10. DISCLAIMERS

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

10.1 Modify the RFQ's Services and request Respondents to re-bid on any such changes;

10.2 Reject any Quotation which does not conform to instructions and specifications which are detailed herein;

10.3 Disqualify Quotations submitted after the stated submission deadline [Closing Date];

10.4 Not necessarily accept the lowest priced Quotation or an alternative bid;

10.5 Reject all Quotations, if it so decides;

10.6 Withdraw the RFQ on good cause shown;

10.7 Award a contract in connection with this Quotation at any time after the RFQ's closing date;

- 10.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 Split the award of the contract between more than one Service Provider; or
- 10.10 Make no award of a contract.
- 10.11 preference will be given to locally based Serviced Providers

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

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

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

11. LEGAL REVIEW

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

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056**

**RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID
SOUTH YARD IN PRETORIA NORTH (MBX0211P)**

Section 2: GENERAL CONDITIONS OF AGREEMENT AND PROJECT SPECIFICATION.

1. SCOPE OF WORK

A1.1 PART A: PRELIMINARRRY AND GENERAL CONDITIONS OF AGREEMENT

A1.1.1 SCOPE

This RFQ covers the construction of standard speed humps and Installation of Road signs at Pyramid-South Yard in Pretoria Gauteng:

The work will include construction of speed humps, laying asphalt, sub-base, sand bedding, supply road signs and road marking paintwork hereinafter referred to as the "WORKS", and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract.

A1.1.2 COMPLETION OF WORK

A1.1.2.1 Transnet requires that the WORKS be completed within **4 weeks**, which shall include any statutory holidays falling within this period. The completion date will be determined by adding the period specified above to the date of notification of acceptance of tender or the date stated in the letter of notification of acceptance of tender whichever is the latter.

A1.1.2.2 The respondent may offer a shorter completion period in his tender, which offer may be taken into consideration when adjudicating the tenders.

A1.1.3 PENALTIES FOR LATE COMPLETION

A1.1.3.1 Should the respondent fail to complete the WORKS by the date stipulated in the agreement, or such extended date/s as may be allowed by Transnet, he shall pay to Transnet as penalties in terms of the conventional Penalties Act. 1962 as amended; the amount of **R500** for each day or part thereof during which the WORKS remains incomplete.

A1.1.4 MATERIAL TO BE SUPPLIED BY TRANSNET

A1.1.4.1 No material will be supplied by Transnet.

A1.1.5 SITE ARRANGEMENTS

A1.1.5.1 Access to site

Access to the worksites will be via the R101 Lavender Rd / Hammanskraal Rd.

A1.1.5.2 Construction Site

A work site will be made available to the respondent for the duration of the agreement free of charge for establishing such offices, stores, repair shops, etc. as may be required and will be pointed out at the Site Inspection. All site preparation done by the Contractor shall be to his account.

The respondent shall maintain the work site in a neat and tidy condition to the satisfaction of the Technical Officer and fence the work site with a suitable security fence. The existing security arrangements in the Yard will not provide any security for the duration of this contract and the Contractor shall make his own arrangements for the safekeeping of his property.

A1.1.5.3 Damage to Existing Structures

The respondent shall be held responsible for any damage to existing infrastructure; fair wear and tear excepted, and shall repair it to the satisfaction of the Technical Officer on conclusion of the WORKS. For this purpose a joint inspection with the Technical Officer will be carried out prior to occupation and any existing damage noted.

B1.2 PART B: EARTHWORKS AND CONTROLLED LAYERS**B1.2.1 SCOPE OF WORK**

B1.2.1.1 The work covered by this part of the contract consists of the following:

- i) Breaking of existing premix to anchor the speed humps.
- ii) Laying Asphalt for the speed humps.
- iii) Removing in-situ to the underside of the Sub-base.
- iv) Paint work and signage
- v) Stabilization of sub-base layers.

B1.2.2 GENERAL

B1.2.2.1 The pavement area shall be constructed in accordance with SABS 1200 MJ.

B1.2.2.2 Water for compaction purpose may be obtained free of charge on site. The respondent is to prevent unnecessary waste of water.

B1.2.2.3 Water shall uniformly distributed over each section by means of water trucks fitted with either sprinkler bars or suitable hoses and nozzles.

B1.2.3 EXISTING UNDERGROUND SERVICES

- B1.2.3.1 A drawing showing existing underground services will be issued to the respondent as and when required or for areas deemed critical by the Technical Officer prior to commencement of the work.
- B1.2.3.2 The respondent shall locate the positions of the underground services as instructed by the Technical Officer and shall exercise care when excavating and compacting in the vicinity of these services. The location of existing underground services shall be carried out in accordance with SABS 1200A and SABS 1200D.
- B1.2.3.3 Should the respondent damage any of the above services due to his own negligence, he shall be responsible for the repair thereof and the associated costs

B1.2.4 SITE CLEARANCE

- B1.2.4.1 Breaking up of existing premix shall be done to the satisfaction of the Technical Officer.
- B1.2.4.2 Disposal of spoil shall be as directed by the Technical Officer (cut to stockpile/fill or municipal dump).

B1.2.5 SUBGRADE

- B1.2.5.1 In-situ material is to be excavated 100mm down to the bottom and level, depending on the worst case scenario as indicated by the Technical officer.
- B1.2.5.2 The excavated material is to be removed from site by the Contractor, and disposed of as directed by the Technical Officer.
- B1.2.5.3 The subgrade shall be scarified, watered, shaped and compacted in accordance with specification SABS 1200DM where not in conflict with the former of this specification.
- The permissible deviations of the finished work shall be listed as SABS 1200DM for degree of Accuracy II.

B1.2.6 SUB-BASE

- B1.2.6.1 Construct (C1) 150 mm to 200 mm subbase layer with strength between 6-12 MPa in accordance with SABS 1200 ME.
- B1.2.6.2 Material to be used for C1 shall comply with TRH4 table 13 and 5.2.3
- It shall be the responsibility of the contractor to carry out test on the material and make them available to the Technical Officer before and after the construction of the subbase.

B1.2.7 STABILISATION

- B1.2.7.1 The stabilising agent to be used is Portland Cement as specified in clause 3.3.1 (b) of SABS 1200ME.
- B1.2.7.2 All work is to be done in accordance with SABS 1200ME.

B1.2.8 FREEHAUL

- B1.2.81 All haulage within 3km of the Road Yard site will be regarded as free-haul. Overhaul will not apply to the base course material required for either the sub-base or base layers but will only apply to the spoil or stockpile material.

B1.2.9 MEASUREMENT AND PAYMENT

- B1.2.9.1 Measurement and payment for the location of existing underground services shall be per m^3 as accordance with clause 8.3.8.1 (c) of SABS 1200D.
- B1.2.9.2 Measurement and payment for the preparation of the subgrade level shall be in accordance with the clause 8.3.3.3 of SABS 1200DM, but shall be measured in m^2 .
- B1.2.9.3 Measurement and payment for the construction of the sub-base course layer shall be per m^3 in accordance with SABS 1200 ME clause 8.3.3.
- B1.2.9.4 Measurement and payment for the construction of the 30 mm sand base layer shall be per m^3 as accordance with clause 8.3.3 (b) of SABS 1200MJ. No overhaul for base course material shall be paid.
- B1.2.9.5 Measurement and payment for the breaking up of the premix layers shall be m^2 area.
- B1.2.9.6 Measurement and payment for stabilization of the sub-base course layer shall be in accordance with clause 8.3.8 of SABS 1200ME, the rate shall be deemed to be included in the scheduled rates.

C1.3 PART C: ASPHALT SURFACING AND ASSOCIATED WORKS**C1.3.1 SCOPE OF WORK**

C1.3.1.1 The work included under this part of the contract comprises the following:

- (a) The supply and application of prime coat.
- (b) The supply and construction of standard semi- circle asphalt speed humps surfacing
- (c) The supply and installation of road warning signs.

C1.3.2 PRIME COAT

C1.3.2.1 The primer used shall be a cutback bitumen of type and grade designation MC-30 as specified under 3.1 (b) of SABS 1200MH, or an invert emulsion (MSP1).

C1.3.2.2 Before priming, the surface shall be thoroughly swept as detailed in clause 5.1.1 of SABS 1200MH.

C1.3.2.3 The nominal rate of the application shall be as specified under clause 8.1.2 of SABS 1200MH.

C1.3.3 ASPHALT SURFACING

C1.3.3.1 The asphalt surfacing shall be constructed in accordance with SABS 1200MH.

C1.3.3.2 The asphalt surfacing shall be a continuously graded mix in accordance with Table 2 of SABS 1200MH with a bituminous binder comprising 60/70 penetration grade bitumen in accordance with clause 3.4.2 (a) of SABS 1200MH.

C1.3.3.3 The specified grade of asphalt shall be coarse grade.

C1.3.3.4 The nominal bituminous binder content shall be as specified under clause 8.1.5 of SABS 1200MH

C1.3.4 JOINTS AND THICKENED EDGE

C1.3.4.1 All joints are to be in accordance with clause 5.9 of SABS 1200MH. Special care is to be exercised when constructing the joint between existing and new asphalt surfaces, and all cuts shall be done with a diamond cutter.

C1.3.4.2 All joints shall be constructed diagonally to the flow of traffic.

C1.3.4.3 The asphalt surfacing shall be constructed with a thickened edge, as to ensure that the specified thickness of asphalt is achieved.

C1.3.5 GENERAL

C1.3.5.1 The respondent is to ensure that proper drainage is obtained after construction of all speed humps. There should be spacing of 100 mm between the speed hump edge of the road for drainage purposes, this is to be done in accordance with South African Roads Traffic Manual and 'Guidelines to Traffic Calming'. Any additional premix that has to be laid to obtain the desired cross fall, shall be claimed as per clause C1.3.6.2.

C1.3.5.2 All surfaces before receive surfacing or surface treatment are to be cleaned properly. The area must be swept with either mechanical and/or hard brooms to be free of dust and foreign matter and grass encroaching on edges must be cleared away by hand. No separate payment will be made for this and preparation work falling in this category will be deemed to be included in the scheduled rates.

C1.3.6 MEASUREMENT AND PAYMENT

C1.36.1 The measurement and payment for the application of the prime coat shall be in terms of clause 8.5.1 of SABS 1200MH.

C1.3.6.2 The measurement and payment for the supplying and laying of the asphalt surfacing shall be per m² at a maximum height of 120 mm of asphalt as per clause 8.4.2 and 8.5.4 of SABS 1200MH.

C1.3.6.3 The speed humps dimensions shall be as follows: 2 meters wide multiplied by the width of the road excluding the speed hump at the entrance of the admin building which should be one meter in width. A maximum height of 120 mm shall be maintained at all humps.

D1.4 PART D: ROAD MAKING AND PAINT WORK AND SIGNAGE.**D1.4.1 SCOPE OF WORK**

D1.4.1.1 The work covered by this part of the contract consists of the following:

- i) Clear surface and remove all loose debris.
- ii) Paint speed hump and stop signage before entrance to the Container terminal and the exit in accordance with the South African Road Traffic Signs Manual and 'Guidelines to Traffic Calming'.
- iii) Putting up signage before entrance to the Terminal
- iv) Have a flag-man and traffic control signs to direct traffic.
- v) Make sure that the paint is dry before moving any traffic control signs.
- vi) Supply Road signs and warning signs

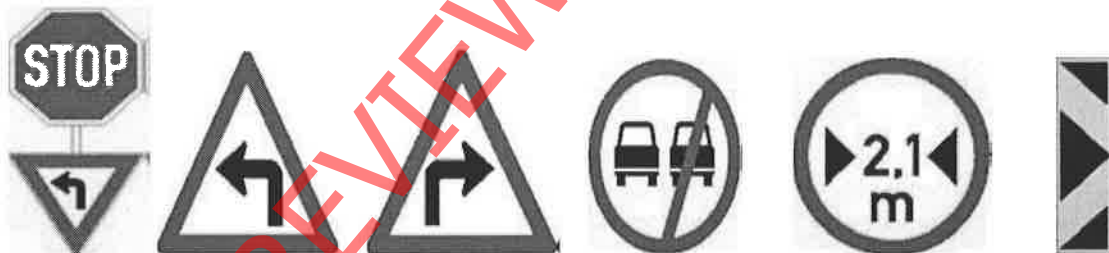
D1.4.2 ROAD MAKING PAINT

D1.4.2.1 The Road making paint that will be used will be Dulux Road making, in accordance with Specification SABS SANS 731-1.

D1.4.2.2 Type: Road making Paint for general application to concrete or bituminous road surface.

D1.4.3 ROAD WARNING SIGNS.

(From the 3rd (1999) edition of the SADC Road Traffic Signs Manual)



Stop and Yield sign; Sharp Curve Sign; Sharp Curve Sign; Overtaking Prohibited; Width Limit Sign; Hazard Marker Sign

D1.4.3.1 The respondent shall supply and install road warning signs as shown above on each sides of the opposite road respondent will supply and install signs on corrugated steel poles.

D1.4.3.2 The respondent shall install a 50 x 75cm Security Mirror No. : MIRS05, Convex security mirror are designed for monitoring blind spots, corners, entrances. It can be used in your shop for monitoring blind spots and isles and entrance. It can also be used on the road to monitor oncoming traffic at sharp corners, blind spots and parking area.

D1.4.4 GENERAL

D1.4.4.1 The respondent is to ensure that there will always be vehicular access on the roads during the currency of this contract and that all traffic is accommodated. This would require an open single lane of traffic with proper traffic control at all time. All roads to be fully opened to traffic outside of normal working hours.

D1.4.4.2 Dry-time classification: When paints are applied at the manufacturer's recommended spreading rate and tested in accordance with ASTM D711, the classified no pick up time of the paint shall be of the following :

- a) Class 1: 15min, max
- b) Class 2: 30min, max
- c) Class 3: 60min, max

NOTE: If the manufacture does not supply any details, this test should be conducted at a wet film thickness of $380\mu\text{m} \pm 10\mu\text{m}$.

D1.4.5 MEASUREMENT AND PAYMENT

D1.4.5.1 The measurement and payment for the application of the Road making paint shall be in terms of clause 8.5.1 of SABS 1200MH.

1.5 MINIMUM CONTENTS FOR SHEQ PLAN AND PLANTS AND EQUIPMENTS

Respondents should have a clear understanding of the specification for works on, over, under or adjacent to railway lines (E7/1 July 1998).

The respondents tendering for this project should make sure that they address the following points when compiling Safety, Health (Part A) and Environmental Plan (Part B):

PART A1.5: HEALTH AND SAFETY PLAN

A1.5.1 SHE Management structure

- A1.5.1.1 Construction work Supervisor
- A1.5.1.2 Construction safety officer
- A1.5.1.3 Health and safety officer

A1.5.2 Education and training

- A1.5.2.1 Induction training
- A1.5.2.2 Site specific training
- A1.5.2.3 Certificate competence

A1.5.3 Emergency planning and Evacuation plan

- A1.5.3.1 Site procedure

A1.5.4 Health and safety communications

- A1.5.4.1 Safety/toolbox talks
- A1.5.4.2 Site procedure

A1.5.5 Safe working procedures and methods

- A1.5.5.1 Safe operating procedures
- A1.5.5.2 Task observations

A1.5.6 Personnel protective equipment and clothing

- A1.5.6.1 All related PPE issued
- A1.5.6.2 Proof of PPE issue

PART B1.5 ENVIRONMENTAL MANAGEMENT PLAN

B1.5.1 The respondents tendering for this project should make sure that they address the following points when compiling Environmental Plan:

- B1.5.1.1 Control of Dust.
- B1.5.1.1 Noise Pollution Control.
- B1.5.1.1 Waste management.
- B1.5.1.1 Contamination of surface and underground water.
- B1.5.1.1 Soil Contamination.
- B1.5.1.1 Storm Water Drainage.
- B1.5.1.1 Environmental Clean-up and Rehabilitation.

1.6 EQUIPMENT REQUIREMENT FOR THE PURPOSE OF THIS CONTRACT.

- 1.6.1 Roller Compactor (Owned or Hired)
- 1.6.2 Vehicle Transport with a Trailer or 1 ton Truck.
- 1.6.3 Road work road signs
- 1.6.4 A variety of tools and equipment needed for maintenance, renovations and refurbishments of buildings.

1.7 SCHEDULE OF REQUIREMENTS AND DEVIATIONS

Special requirements and deviations from the specifications:

"PREVIEW COPY ONLY"

2 GREEN ECONOMY / CARBON FOOTPRINT

Whereas Transnet cannot prescribe a respondent’s commitment to environmental issues, Transnet would wish to have an understanding of your company’s position in this regard, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity’s policies in this regard.*

3 GENERAL SERVICE PROVIDER OBLIGATIONS

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

4 SERVICE LEVELS

- 4.1 An experienced national account representative(s) is required to work with Transnet’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 4.2 Transnet will have quarterly reviews with the Service Provider’s account representative on an on-going basis.
- 4.3 Transnet reserves the right to request that any member of the Service Provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 4.4 The Service Provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance specifications
 - b) On-time deliverables
- 4.5 The Service Provider must provide a telephone number for customer service calls.
- 4.6 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days’ notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

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

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

5 RISK

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

5.1 Quality of Services delivered:

5.2 Continuity of the provision of Services:

5.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

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6 REFERENCES

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

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

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7. PRE-QUALIFICATION AND EVALUATION CRITERIA

Phase 1: Will be a disqualifying phase and those that comply will progress to be competitively evaluated in Phase 2. Mandatory minimum criteria for progressing from phase 1 to Phase 2 are detailed below:

- A fully completed clause by clause statement of compliance to the project specification
- A valid Trade Test Certificate, or experience references in Road maintenance and repairs
- A valid Letter of Goods Standing issued by Department of Labour

Phase 2: Technical threshold of a minimum of 60 points to be obtained before a respondent may progress to the next evaluation stage, (Phase 3) i.e. 80/20 / 90/10 in respect of price and preference claimed as mentioned below :

- Health, Safety and Environmental plan
- Technical Capacity (Labour Resources and Equipment)
- Experience (relevant to Project Specification)
- Delivery Period (4 Weeks)

Phase 3: All Respondents who obtained 60 points more for quality in phase 2 may be evaluated in phase 3. This score out of 60 has no influence in the score for Phase 3.

- Price.
- BBBEE

Weighted evaluation based on 80/20 or 90/10 preference point system:

- Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts² will be critical

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

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

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

- B-BBEE status of company

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)	B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	20	1	10
2	18	2	9
3	16	3	8
4	12	4	6
5	8	5	4
6	6	6	3
7	4	7	2
8	2	8	1
Non-compliant contributor	0	Non-compliant contributor	0

**RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID
SOUTH YARD IN PRETORIA NORTH (MBX0211P)**

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

SCHEDULE OF WORK AND PRICES – CIVIL WORKS					
Ref:	DESCRIPTION	UNIT	QTY	PRICE PER UNIT	TOTAL AMOUNT
A1	SECTION A: PRELIMINARY AND GENERAL				
	Fixed Charges				
1.1	Establishment and site de-establishment upon completion	sum	1		
B2	SECTION B: SPEED HUMPS				
2.1	Cut existing surface to anchor the speed hump	m2	25.2		
2.2	Primer @ 0.8 l/m2	m2	84		
2.3	Place hot premix Asphalt and compact with vibrating roller to preshape speed hump not exceeding 120 mm in height	m2	84		
C3	SECTION C: ROAD MARKINGS AND SIGNAGE				
3.1	Construct TW 332 signage	Ea.	2		
3.2	Construct TW 401 and TW 402 for speed humps, six of each	sum	1		
3.3	Construct WM 10 warning sign to the speed humps in direction of approach	Ea.	4		
3.4	Stop sign marking on both sides of the humps in the direction of approach	sum	2		
D4	SECTION D; ROAD WARNING SIGNS				
4.1	Stop and yield signs complete with all fittings.	Ea.	2		
4.2	Sharp curve signs complete with all fittings.	Ea.	2		
4.3	Overtaking Prohibited signs complete with all fittings.	Ea.	2		
4.4	Width Limit Sign complete with all fittings.	Ea.	2		

SCHEDULE OF WORK AND PRICES – CIVIL WORKS					
Ref:	DESCRIPTION	UNIT	QTY	PRICE PER UNIT	TOTAL AMOUNT
4.5	Hazard Marker Sign complete with all fittings.	Ea.	4		
4.6	50 x 75cm Security Mirror No. : MIRS05 complete with all fittings.	Ea.	1		

GROSS TOTAL (CIVIL AND ELECTRICAL)	R
14% VAT	R
AMOUNT DUE (INCL. VAT)	R

Notes to Pricing:

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) Prices quoted must be held valid until 28 February 2014
- c) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- d) 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.
- e) The completion time calculated from date of receipt of purchase order for the construction of speed humps and installation of roads signs at Pyramid South yard in Pretoria North (MBX0211P): _____ weeks.

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 4: QUOTATION FORM

I/We _____

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

of [full address]

carrying on business trading/operating as _____

represented by _____

in my capacity as _____

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

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

- (i) Terms and Conditions of Contract - Services;
- (ii) General Bid Conditions – Services; and
- (iii) Any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award/intent, 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.

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

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

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

Respondent's Signature

Date & Company Stamp

ADDRESS FOR NOTICES

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

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

Name of Entity: _____
 Facsimile: _____
 Address: _____

NOTIFICATION OF AWARD OF RFQ

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

VALIDITY PERIOD

Transnet requires a validity period until 28 February 2014.

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

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

- (i) Registration number of company / C.C. _____
 (ii) Registered name of company / C.C. _____
 (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

CONFIDENTIALITY

All information related to this RFQ is to be treated with strict confidence. In this regard Respondents are required to complete and return a signed copy of the Non-Disclosure Agreement appended hereto as **Section 16**. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

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

YES		NO	
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PRICE REVIEW

The successful Respondent(s) [the Service Provider] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service Provider's price(s) is/are found to be higher than the benchmarked price(s), then the Service Provider shall match or better such price(s) within 30 [thirty] days, failing which the contract may be terminated at Transnet's discretion or the particular service(s) purchased outside the contract.

RETURNABLE DOCUMENTS

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

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

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

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

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 3 : Pricing and Delivery Schedule	
SECTION 15 : Certificate of attendance of compulsory RFQ Briefing Session	
SECTION 20 : Clause by clause compliance	
Valid Letter of Goods Standing issued by Department of Labour	
A valid Trade Test Certificate, or experience references in Road maintenance and repairs	

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1 : Notice to Bidders	
Receipt for payment of RFQ documents [paragraph 1]	
SECTION 4 : Quotation Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if CC]	
- Entity's letterhead	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Certified copy of valid VAT Registration Certificate	
- Valid B-BBEE Verification Certificate [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Audited Financial Statements for previous 3 years	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFQ Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions -- Services	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFQ Declaration Form	

SECTION 11 : Breach of Law Form	
SECTION 13 : Supplier Code of Conduct	
SECTION 14 : B-BBEE Preference Points Claim Form	
SECTION 16 : Non-Disclosure Agreement	
SECTION 17 : E4B-Minimum Communal Health Requirement	
SECTION 18: E4E-Safety arrangements and Procedural Compliance	
SECTION 19: BBD828210 Version 1 – E7/1 – Specification to General Work and Works on, over, under or adjacent to Railway Lines and near High Voltage/Equipment	
SECTION 21 : Labour resources and Equipment	
Health, Safety and Environmental Plan	

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.

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

TELEPHONE: _____

CELL PHONE: _____

FACSIMILE: _____

**RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID
SOUTH YARD IN PRETORIA NORTH (MBX0211P)**

Section 5: SUPPLIER DECLARATION FORM

Respondents are to furnish the following documentation and complete the Supplier Declaration Form below:

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

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

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							

Respondent's Signature

Date & Company Stamp

Designation						
Telephone						
Email						
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide	Products		Services		Both	
Area Of Delivery	National		Provincial		Local	
Is Your Company A Public Or Private Entity			Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)						

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ			Permanent	Part time	

Transnet Contact Person					
Contact number					
Transnet operating division					

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

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

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

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

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

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

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**RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID
SOUTH YARD IN PRETORIA NORTH (MBX0211P)**

Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF ENTITY:

1. I/we _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Quotation.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) Prices;
 - b) Geographical area where Services will be rendered [market allocation]
 - c) Methods, factors or formulas used to calculate prices;
 - d) The intention or decision to submit or not to submit, a Bid;
 - e) The submission of a Bid which does not meet the specifications and conditions of the RFQ; or
 - f) Bidding with the intention not winning the Bid.

Respondent's Signature

Date & Company Stamp

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 8: CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS - SERVICES

[appended hereto as Appendix (i)]

NAME OF ENTITY:

I/We

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

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

[Appended hereto as Appendix (ii)]

NAME OF ENTITY:

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

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

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

"PREVIEW COPY ONLY"

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

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

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RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 10: RFQ DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. 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;
4. 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
5. Furthermore, we declare that a family, business and/or social relationship exists / does not exist [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.
6. If such a relationship exists, Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

7. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
8. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. [Refer "Important Notice to Respondents" overleaf].
9. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 20__

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

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

IMPORTANT NOTICE TO RESPONDENTS

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

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 11: BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 12: RFQ CLARIFICATION REQUEST FORM

RFQ No: ERACKT 1247 - 12318

RFQ deadline for questions / RFQ Clarifications: **Before 12:00 3 days prior to closing date**

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

RFQ Clarification No *[to be inserted by Transnet]*



REQUEST FOR RFQ CLARIFICATION

Multiple horizontal lines provided for entering clarification requests.

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RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 13: SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

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

Conflicts of interest

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

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

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

**RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID
SOUTH YARD IN PRETORIA NORTH (MBX0211P)**

Section 14: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 90/10 or 80/20 preference points shall be awarded for B-BBEE Status Level of Contribution depends on the value.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

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

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFQ will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4.2

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]	Number of Points [Maximum 20]
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

- 4.3 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.4 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.6 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.
- 4.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.9 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value

of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 / 20 points]

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

(v) Describe Principal Business Activities

.....
.....
.....
.....

(vi) Company Classification

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

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

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BID DECLARATION

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

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

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:

COMPANY NAME:

ADDRESS:

.....

.....

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 15: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

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

Attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on

_____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

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RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 16: NON DISCLOSURE AGREEMENT

Entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

RFQ Number ERACKT 1247 - 12318

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

THIS AGREEMENT is made between

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

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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**RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID
SOUTH YARD IN PRETORIA NORTH (MBX0211P)**

Section 17: E4B – MINIMUM COMMUNAL HEALTH REQUIREMENTS

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

1. CAMPS

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

2. HOUSING

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.

- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least **1m** above ground level.
 - 2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.
 - 2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

3. **WATER SUPPLY AND ABLUTION FACILITIES**

- 3.1 The Respondent shall ensure that an adequate and conveniently situated supply of potable water is provided.
- 3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.

4. **SANITATION**

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

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.
- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
 - 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
 - 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.

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

5. **RATIONS**

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

**RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID
SOUTH YARD IN PRETORIA NORTH (MBX0211P)**

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

1. General

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

2. Definitions

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

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

3. Procedural Compliance

- 3.1 The Respondent who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or
 - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2.1 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Respondent shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.2.2 The Respondent shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.2.3 Subcontractors shall also make the above written appointments and the Respondent shall deliver copies thereof to the Technical Officer.
- 3.2.4 In the case of a self-employed Respondent or any subcontractors who have the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Respondent shall in such a case execute

and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

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

4. Special Permits

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

5. Health and Safety Programme

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

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

- 5.8 The Respondent shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Respondent shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Respondent shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Respondent shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

- 8.1 The Respondent shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.

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

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ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

-
-
1. (a) Name and postal address of principal respondent:

 - (b) Name and tel. no of principal respondent's contact person:

 2. Principal respondent's compensation registration number: _____
 3. (a) Name and postal address of client:

 - (b) Name and tel. no of client's contact person or agent:

 4. (a) Name and postal address of designer(s) for the project:

 - (b) Name and tel. no of designer(s) contact person:

 5. Name and telephone number of principal respondent's construction supervisor on site appointed in terms of regulation 6(1). _____
 6. Name/s of principal respondent's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). _____
 7. Exact physical address of the construction site or site office:

 8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site: _____

12. Planned number of respondents on the construction site accountable to the principle respondent:

13. Name(s) of respondents already chosen.

1.18 Principal Respondent

_____ Date

1.19 Client

_____ Date

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

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

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ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____

I,

representing the Employer) do hereby appoint _____

As the Competent Person on the premises _____

at _____

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

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

Date: _____

Signature: - _____

Designation: - _____

ACCEPTANCE OF DESIGNATION

do hereby accept this Designation and
acknowledge that I

_____ ***understand the requirements of this appointment.***

Date: _____

Signature: - _____

Designation: - _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :- _____

Date : _____

ANNEXURE 4

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

SITE ACCESS CERTIFICATE

Access to : _____ (Area)
Name of Respondent/Builder :- _____
Agreement/Order No.: _____

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

In terms of your agreement/order with
(company) _____

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

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

Signed: _____ **Date** _____
TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor: _____

Do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993

Name: _____

Designation: _____

Signature: _____

Date: _____

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RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

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

Refer to attached form hereto

"PREVIEW COPY ONLY"

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 20: CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION

Clause No.	Comply	Does Not Comply	Comments
PART A: PRELIMINARRRY AND GENERAL CONDITIONS OF AGREEMENT			
A1.1			
A1.1.1			
A1.1.2			
A1.1.2.1			
A1.1.2.2			
A1.1.3			
A1.1.3.1			
A1.1.4			
A1.1.4			
A1.1.4.1			
A1.1.5			
A1.1.5.1			
A1.1.5.2			
A1.1.5.3			
PART B: EARTHWORKS AND CONTROLLED LAYERS			
B.1.2			
B1.2.1			
B1.2.1.1			
B1.2.2			
B1.2.2.1			
B1.2.2.2			
B1.2.2.3			
B1.2.3			
B1.2.3.1			

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Clause No.	Comply	Does Not Comply	Comments
B1.2.3.2			
B1.2.3.3			
B1.2.4			
B1.2.4.1			
B1.2.4.2			
B1.2.5			
B1.2.5.1			
B1.2.5.2			
B1.2.5.3			
B1.2.6			
B1.2.6.1			
B1.2.6.2			
B1.2.7			
B1.2.7.1			
B1.2.7.2			
B1.2.8			
B1.2.8.1			
B1.2.9			
B1.2.9.1			
B1.2.9.2			
B1.2.9.3			
B1.2.9.4			
B1.2.9.5			
B1.2.9.6			
PART C: ASPHALT SURFACING AND ASSOCIATED WORKS			
C1.3			
C1.3.1			
C1.3.1.1 (a)			
C1.3.1.1 (b)			
C1.3.1.1 (c)			

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Clause No.	Comply	Does Not Comply	Comments
C1.3.2			
C1.3.2.1			
C1.3.2.2			
C1.3.2.3			
C1.3.3			
C1.3.3.1			
C1.3.3.2			
C1.3.3.3			
C1.3.3.4			
C1.3.4			
C1.3.4.1			
C1.3.4.2			
C1.3.4.3			
C1.3.5			
C1.3.5.1			
C1.3.5.2			
C1.3.6			
C1.3.6.1			
C1.3.6.2			
C1.3.6.3			
PART D: ROAD MAKING AND PAINT WORK AND SIGNAGE.			
D1.4			
D1.4.1			
D1.4.1.1			
D1.4.1.1 (i)			
D1.4.1.1 (ii)			
D1.4.1.1 (iii)			
D1.4.1.1 (v)			
D1.4.1.1 (v)			
D1.4.1.1 (vi)			

Clause No.	Comply	Does Not Comply	Comments
D1.4.2			
D1.4.2.1			
D1.4.2.2			
D1.4.3			
D1.4.3.1			
D1.4.3.2			
D1.4.4			
D1.4.4.1			
D1.4.4.2			
D1.4.5			

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

RFQ FOR THE CONSTRUCTION OF SPEED HUMPS AND INSTALLATION OF ROADS SIGNS AT PYRAMID SOUTH YARD IN PRETORIA NORTH (MBX0211P)

Section 21: SCHEDULE OF LABOUR RESOURCES AND EQUIPMENT

Schedule of major labour resources and equipment to be used in the execution of this agreement in terms of the Agreement Conditions and specifications. The respondent must state which equipment is immediately available and which will be ordered for.

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

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

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