

TRANSNET



freight rail

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

REQUEST FOR QUOTATION

KBY/52686

KBY_12909

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



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No KBY/52686

**FOR THE REPAIR, FILL, COMPACT WATER AND GRADE TO FAIR FINISH
BEACONSFIELD (ASSET NO.08DB003K) ON AN AS AND WHEN REQUIRED BASIS.**

**FOR DELIVERY TO : TRANSNET FREIGHT RAIL, REAL ESTATE
MANAGEMENT**

ISSUE DATE : 14 FEBRUARY 2014

CLOSING DATE : 25 MARCH 2014

CLOSING TIME : 10:00

Section 1

NOTICE TO BIDDERS

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

METHOD: [Tender box or courier]

CLOSING VENUE: [Tender box at physical address for hand delivery and courier:
Transnet Freight Rail, Property Management Building, Supply Chain Services, Office no. 2, Austen Street, Beaconsfield]

1 Responses to RFQ

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

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

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

2.1 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 that the following preference point system is applicable to all bids:

- The 80/20 system for requirements with a Rand value of up to R1 000 000.00 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be below R1000 000.00 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in

terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

[Refer clause 20 below for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:
- Name: Refilwe Ramothwala Email: Refilwe.Ramothwala@transnet.net
- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Maggie Pain on any matter relating to its RFQ response:
- Telephone 053 838 3341 Email Maggie.Pain@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

13 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

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

NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

14 Respondent's Samples

Respondents are required to submit samples of the Goods tendered for by it **only in cases where Transnet has specifically requested samples**. The sample(s) must be endorsed with the RFQ number and description and forwarded on or before the deadline date to the following addressee:

N/A

15 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
Final weighted evaluation based on 80/20 preference point system as indicated in paragraph Error! Reference source not found.	<ul style="list-style-type: none"> Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.

16 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ. This RFQ is valid until _____.

17 Banking Details

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

18 Company Registration

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

Registration number of company / C.C. _____

Registered name of company / C.C. _____

19 Disclosure of Prices Quoted

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

YES NO

20 Returnable Documents

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

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

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents 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 Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference 	
<ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof 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 RFQ will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - 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 	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
<ul style="list-style-type: none"> • Certified copies of the company's shareholding/director's portfolio 	
<ul style="list-style-type: none"> • Entity's letterhead 	
<ul style="list-style-type: none"> • Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	
ANNEXURE A – B-BBEE Preference Points Claim Form	

- b) In addition to the requirements of paragraph a) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

Additional Documents	SUBMITTED [Yes or No]
ANNEXURE A : B-BBEE Improvement Plan	

**Section 2
QUOTATION FORM**

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	SEE THE ATTACHED SCHEDULE OF RATES AND QUANTITIES ON THE LAS PAGE OF THIS RFQ FOR YOUR PRICING.				

Delivery Lead-Time from date of purchase order: two (2) _____ [weeks]

Notes to Pricing:

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

Respondent’s Signature

Date & Company Stamp

Section 3
VENDOR APPLICATION FORM

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

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid C
10. Company Registration Certificate [if applicable]

Respondent's Signature

9

Date & Company Stamp

Supplier Information Form									
Company Trading Name									
Company Registered Name									
Company Registration Number Or ID Number If A Sole Proprietor									
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor			
VAT number (if registered)									
Company Telephone Number									
Company Fax Number									
Company E-Mail Address									
Company Website Address									
Bank Name			Bank Account Number						
Postal Address							Code		
Physical Address							Code		
Contact Person									
Designation									
Telephone									
Email									
Annual Turnover Range (Last Financial Year)		< R5 Million	R5-35 million	> R35 million					
Does Your Company Provide		Products	Services	Both					
Area Of Delivery		National	Provincial	Local					
Is Your Company A Public Or Private Entity		Public		Private					
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes		No					
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 NO. KBY/52686

**FOR THE REPAIR, FILL, COMPACT WATER AND GRADE TO FAIR FINISH BEACONSFIELD
(ASSET NO.08DB003K) ON AN AS AND WHEN REQUIRED BASIS.**

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can 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 as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 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 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"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;
- 2.17 **"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;
- 2.18 **"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
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking

into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

"PREVIEW COPY ONLY"

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, 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 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises 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.
- 4.6 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.
- 4.7 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.

- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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 1 = [maximum of 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 a sworn affidavit in the case of an EME or QSE.

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 [TICK APPLICABLE BOX]
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety
 - Close Corporations

Company (Pty) Ltd

(v) Describe Principal Business Activities

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

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

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

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:.....

TRANSNET



freight rail

TRANSNET LIMITED
(REGISTRATION NO 90/00900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

**TENDERS ARE INVITED FILL COMPACT AND GRADE OF GRAVEL ROADS IN BEACONSFIELD AREA.
(Will be an As And When to grade twice) DIESEL DEPOT 08DB003K**

PART A

GENERAL & SPECIAL CONDITIONS OF CONTRACT

1. Scope of work

This contract will be As And When and will grade twice in one year. The content of this contract consists of the filling of section of road, compacting grading and repairs to an existing gravel road in Beaconsfield area, all preparation work such as formation layers (sub-base), base, storm water drainage and grading.

Included in the price of the work must be the cost of all items with respect to the repair of the road as per specification hereinafter, and shall include all material and labour necessary for the proper execution and completion of the work in every respect (except for such items that are expressly excluded) according to the true intent and meaning of the contract documents.

1.1 Risk and Safety

Before starting any work the Contractor **Must** Draft his own Health & Safety planning related to the Risks identified. This must be listed and all hazards to be identified (**Why are these risks**) How will these risks be eliminated. In terms of the Construction Regulation [Regulation 4 (1) (a)] of the Occupational Health and safety Act, No 85 Of 1993, the client is required to compile an Occupational Health and safety specification for each of its projects and the Principal Contractor, appointed by the Client in term of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety plan.

2. Site location

The site is situated at **BEACONSFIELD AREA**

3. Contract documents

The tenderer are required to acquaint themselves with the contents of the aforesaid documents complete the, Schedule of Rates and Prices and transfer the price to the E4 Tender Form.

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

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



4. Time to complete the work

The tender shall indicate on the Tender Form (E4) the time he will require to complete the work, however, this time should not exceed **30 days per Grade**. This period shall be inclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of R 200.00 (Two hundred Rand) for every day or part thereof during which the works remain incomplete.

5. Manager

Manager, Technical Services, Civil shall appoint a competent person to undertake the Engineering duties with a duly appointed project representative. Where reference is made to engineer it will mean manager and vice versa.

6. Guarantee

All workmanship and material shall be guaranteed for a period of 3 months, from the date of completion of work, and this will include maintenance work as required by the contractor, as and when necessary.

7. Inspection of works

No work shall be covered up or put out of view without the approval of the manager. The Contractor shall afford full opportunity for the manager to examine and measure any work, which is about to be covered up or put out of view and to examine/test the layers before the final layer work is placed thereon.

The Contractor shall give due notice to the manager whenever any work that is ready or about to be ready for examination. The manager shall, without unreasonable delay, examine and or measure such work as required.

The Contractor shall uncover any part or parts of the work or make openings in or through the same as may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the manager.

8. Site Diary

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

8.1 Site Instruction Book

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

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



8.2 Programme & Planning of the work

The contractor shall provide to the manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet workshop with minor disruptions as no delays must be allowed in this regard. Bar chart will be submitted once the contractor has been appointed.

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

9. Cash flow

Payment will be made only when job is completed and to assist Transnet an estimate of how the contractor foresees the work will pan out.

10. Water supply

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

11. Electricity supply

Electricity may be made available to the Contractor for the purpose of the construction work only if available.

12. Access to site

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

13. Materials found on site

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

14. Cleaning of site

The contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated from the work, throughout the duration of the contract. Upon completion the Contractor shall clear and remove all rubbish, unused construction material, plant and debris and leave the site and the whole of the work clean and tidy to the satisfaction of the Engineer.

15. Working outside normal working hours

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

**16. Retention:**

In order to protect Transnet in case of defective work, Transnet reserves the right to retain ten (10%) percent as retention monies. The manager may release the retention in stages up to six months, (the maintenance period) or such further period beyond the maintenance period if defects occur and are not made good to the satisfaction of the manager.

17. Escalation

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

18. Payment

Payment shall be made (within 30 days of receipt of invoice) for each part of the work, as and when completed, (minus retention money of 10%), in accordance with the Schedule of Rates and Prices Part C. If the period in the project is longer than one month a progress payment may be made. .

The item in the Schedule of Rates and prices, part C is "provisional" work (material and/or labour) that could be requested. The quantity may be nil or either more or less than the stated rate given in the part C. The workmanship and material completed shall be measured by the manager and in the present of the Contractor. The quantities of such work executed including the material supplied shall be paid in accordance with the rate quoted.

When there is no provision in the Schedule of Rate and Prices, the manager shall determine a fair valuation of the item (labour and material) in the form of a variation order. The variation order shall be a fair and reasonable rate based on the Schedule of Rates and prices and shall be agreed by both the Manger and the Contractor. The variation order shall be substantiated in an agreement (Variation Order Form) and approved by management. If no agreement can be reached then the dispute route could be followed.

19. Safety precautions and Insurance**19.1 Damage to Transnet's Assets and liability**

The contractor shall be responsible for the following:-

- ◆ Contract Work;
- ◆ Public Liability;
- ◆ Cables
- ◆ Water pipes
- ◆ Sewer pipes
- ◆ Storm water pipes

19.2. Act 85

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

19.3 Environment

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

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

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

TRANSNET



freight rail

TRANSNET LIMITED
(REGISTRATION NO 90/00900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

TENDER NO.

**TENDERS ARE INVITED FILL COMPACT AND GRADE OF GRAVEL ROADS IN BEACONSFIELD AREA.
(Will be a As And When to grade twice) DIESEL DEPOT 08DB003K**

PART B

PROJECT SPECIFICATION

SECTION 1

1. GENERAL

1.1.1 P&G : Shall include all overheads such as setting up site and dismantle of site.

1.1.1 Risk and Health

All costs for Risks & health and safety to be submitted in pricing list. Act 85 issues and running costs to be able to do the work.

1.2 Standard Specification

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

- 1.2.1 Fill road 300 long x 7 m wide x 150mm thick water and compact, (315M³)
- 1.2.2 Import soil for filling (G 5) A minimum CBR of 5% at 90% Modified AASHTO Density
- 1.2.3 Grade of road,(7m wide)
- 1.2.4 Water and compact after grading.(7m)
- 1.2.5 Make Drainage or Turnouts (2ea)
- 1.2.6 Diesel depot (300m)

1.2.1 Transnet's Specifications (Enclosed)

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

1.2.2 SABS Specifications (To be obtained by the tenderer)

Concrete (Small works) SANS 1200GA – 1982

Roads SANS 1200M - 1981

Sub-base SANS 1200ME - 1981

Base SANS 1200MF - 1981

Asphalt base and surfacing SANS 1200MH – 1981

Guidelines for the provision of Engineering services in Residential Townships - by Department of Community Development.

TRH 20 (1990) "The Structural Design, Construction and Maintenance of Unpaved Roads" Dept. of Transport, Pretoria.



1.3 To be supplied by the Contractor

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

1.4 Site meetings

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

1.5 Recording of the works:

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

1.6 Setting out of the works:

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

1.7 Keep site tidy:

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

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

1.8 Day work Rates:

The contractor shall be paid as per the tender rates and prices and any addition or omissions shall be to the discretion of the Project Manager all as per the site instruction book. When an item is not in the schedule then a variation shall be given based on day work rates and shall be recorded in the diary (day book) plus material with handling costs (percentage), all as per the preambles in the Schedule of Rates and Prices, herein.

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

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

1.9 Fundamentals:

1.9.1 Maintenance

The successful contractor shall ensure that the road is maintained in an acceptable and comfortable riding condition for the six months by allowing for continuous maintenance. This shall include remedial action against dust, potholes, stoniness, corrugations, ruts, cracks, ravelling, slipperiness and erosion all as per the TRH 20 document.



1.9.2 Material selection

The gravel used for the final layer shall be suitable grading material as recommended in TRH 20 (Dr.. Paige-Green – Transportek, CSIR) this material shall fall in the “E - block” (good). IE: Shrinkage Product (S_p)^b between 100-250 with a grading coefficient (G_c)^c between 16-34.

The CBR shall not be less than 15% at 95% Mod. AASHO compaction at OMC^d when tested immediately after compaction. No material shall be greater than 37.5mm (passing a 37,5mm sieve). The grading operation (grader and rollers) shall be done by skilled operators to give a solid well-finished gravelled surface to a camber of 3% as recommended in the practical guide.

Caution must be taken not to damage water pipes and electrical cables.

1.9.3 Storm Water Channels (Mitre Drains and Turnouts)

Allowance to be made for storm water chain furrows to lead away from the road by forming mitre drains and turnouts. The open channels shall have a fall of 2% (1:50) see detail diagram A.

1.9.4 Mixing and watering

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

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

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

1.9.5 Compactions

Compaction of each layer under construction shall only be carried out when the material in that layer has been mixed and watered to the satisfaction of the Project Manager. Compaction shall be carried out over the full width of the layer under construction by means of approved plant and equipment and shall continue until the whole layer has attained a density as specified in the contract.

The Contractor shall advise the Project Manager when the compaction of the layer has been carried out to the extent required. The contractor shall conduct the necessary field density tests under the supervision of the Project Manager and forward the results for approval (see Section 10). The Project Manager may instruct the Contractor to re-compact at his own expense any section of the layer, which has not been compacted as specified. If he deems it necessary the Project Manager may instruct the Contractor to cut out any weak spot, repair it with sound material, and re-compact it all at his own expense to the satisfaction of the Project Manager. The Contractor shall repair in a similar manner all damage caused by any field density tests having been carried out. When the Project Manager is satisfied with the compaction obtained he will authorise the construction of the following layer; in no case shall any materials be placed on the approved layer without the prior written authorization of the Project Manager. The finished surface shall also be free from potholes, corrugations, ruts, loose patches, depressions or humps and shall present a hard compacted layer.



SECTION 2

FORMATION LAYER:

2.1 Disposal of soil

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

2.2 Sub-Base

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

Grade the existing road to the required geometries shape and to form drainage along the edge, elsewhere described. Width of road to be 7 m. Allow for the wetting of the road to the correct moisture content so as to be able to form the sub-base. The cross fall shall not be greater than 5% and less than 3% (1:20 to 1:33,3)

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

2.3 Mixing and watering

As per cl 1.8.4 of this part "B".

2.4 Sub-standard materials

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

2.5 Material

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

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

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

2.6 Grading and Placing of materials and wetting

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

2.7 Compaction

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

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

SECTION 3

STORM WATER

2.8 Furrows:

Where necessary allow for open drainage channels and form furrows to drain storm water away from the road. This is to be on the "runoff" sides and will be to various depths and to a minimum fall of 1 in 100 (1%) and a maximum of 1 in 50 (2%).

2.9 Outlets:

Form outlets alongside the road as required and lead the storm water from the furrow so as to drain the storm water into the open land. Or lead the storm water to lead to other storm water channel or river or form an excavated pit to allow the water to drain naturally into the ground.

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PART C

SCHEDULE OF RATES AND QUANTITIES

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

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

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

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

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

Cost of material for the variation orders:

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



Filling of gravel roads where necessary water and compact.

SCHEDULE OF RATES AND QUANTITIES:					
<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
First Session					
1.	Fill holes, water, compact and grade to a fair finish.				
1.1	P & G Site establishment	Job	1		
1.2	Risk & Safety (Act 85 requirements)	Job	1		
1.2	Fill road 300m x 7m wide x 150 mm thick fill compact water and final grade.	M ³	320		
1.3	Final grade to fair finish 7M wide and compact.	M	300		
1.4	Water compact after final grade 7m wide	M	300		
1.5	Form water furrows	Ea	2		
Second Session					
A	Fill holes, water, compact and grade to a fair finish.				
1.a	P & G Site establishment	Job	1		
1.b	Risk & Safety (Act 85 requirements)	Job	1		
	Fill of gravel roads where necessary water and compact.	M ³	20		
1.d	Final grade to fair finish 7M wide and compact.	M	300		
1.e	Water compact after final grade 7m wide	M	300		
1.f	Form water furrows	Ea	2		
NET TOTAL (to be carried forward to tender form - E4).. R					
14% VAT				R	
GRAND TOTAL				R	