

## REQUEST FOR QUOTATIONS

Transnet Freight Rail a Division of Transnet SOC Ltd. invites all interested parties to respond to a request for quotation (RFQ) as indicated below. All RFQ's should be submitted on the appropriate tender forms and should be deposited in the Tender Box before 12h00 on the closing date of the RFQ/s.

If delivered by hand, the RFQ submissions must be addressed to The Secretariat of the Transnet Freight Rail Acquisition Council ( Tenderbox) , Admin Support, 2 nd Floor foyer, Fleming street, Port Elizabeth , 6000. If posted Transnet Freight Rail, Secretariat of the Acquisition Council, Admin Support Office, Po Box 13213, Humewood, Port Elizabeth , 6013

RFQ documents may be obtained **Free of Charge** on and after 2/20/2014 at the Transnet Freight Rail , Admin Support, Room 2<sup>nd</sup> Floor, Room 206, Fleming street, Port Elizabeth **during office hours 08h30 – 12h30 and 13:30 - 15h30.**

RFQ documents may be viewed from the website by clicking on the RFQ number that is highlighted in red on the website: (<http://www.transnetfreightrail-tr.net>)

**RFQ NUMBER : PTH 52606**

**DESCRIPTION : EMERGENCY REPAIR AND MINOR MAINTENANCE WORK CIVIL IN THE CRADOCK AREA FOR PERIOD FROM 1 APRIL 2014 AND ENDING 31 MARCH 2016 OR UNTIL THE TOTAL PAYMENT HAS REACHED AN AMOUNT OF R 400 000.00 (EXCLUDING VAT)WHICHEVER COMES FIRST**

### A COMPULSORY INFORMATION BRIEFING WILL BE HELD

**DATE : 26 FEBRUARY 2014**

**TIME : 12:00**

**VENUE : AT CRADOCK STATION**

**CLOSING DATE : 11 MARCH 2014 @ 12H00.**

For enquiries regarding the collection of the RFQ please contact:

**NAME : R.BLOM**

**TEL : 041 – 507 2721**

**Email: [Ronelle.blom@transnet.net](mailto:Ronelle.blom@transnet.net)**

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS: 0800 003 056

Transnet freight rail, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30  
[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No : PTH 52606**

**FOR THE : EMERGENCY REPAIR AND MINOR MAINTENANCE WORK CIVIL IN THE CRADOCK AREA FOR PERIOD FROM 1 APRIL 2014 AND ENDING 31 MARCH 2016 OR UNTIL THE TOTAL PAYMENT HAS REACHED AN AMOUNT OF R 400 000.00 (EXCLUDING VAT)WHICHEVER COMES FIRST: ( MUST HAVE PERSONAL STATIONED IN CRADOCK)**

**ISSUE DATE : 20 FEBRUARY 2014**

**CLOSING DATE: 11 MARCH 2014**

**CLOSING TIME: 12:00**

**COMPULSORY INFORMATION BRIEFING SESSION AND SITE MEETING:**

**Date: 26 FEBRUARY 2014**

**Time: 12:00**

**Venue: AT CRADOCK STATION**

**NB: IF MINUTES OF THE INFORMATION BRIEFING / SITE MEETING THAT WAS HELD IS NOT RECEIVED BY BIDDERS WITHIN 48 WORKING HOURS, BY EMAIL OR FAX, THE BIDDERS SHOULD SEND A REQUEST FOR MINUTES TO :**

**Dixie.diedericks@transnet.net**

**Contacts:**

**Up to the closing date : Dixie : dixie.diedericks@transnet.net Tel 041 507 2716**

**After closing date : Ronelle : ronelle.blom@transnet.net Tel 041 507 2721**

**RealEstate:PEY6847**

**SCHEDULE OF DOCUMENTS**

<b>SECTION 1</b>	<b>:</b>	<b>NOTICE TO BIDDERS</b>	<b>PAGE 3 - 8</b>
<b>SECTION 2</b>	<b>:</b>	<b>QUOTATION</b>	<b>PAGE 9 - 10</b>
<b>SECTION 3</b>	<b>:</b>	<b>GENERAL CONDITIONS</b>	<b>PAGE 11 - 16</b>
<b>SECTION 4</b>	<b>:</b>	<b>PROJECT SPECIFICATIONS</b>	<b>PAGE 17</b>
<b>SECTION 5</b>	<b>:</b>	<b>CERTIFICATE OF ATTENDANCE</b>	<b>PAGE 18</b>
<b>SECTION 6</b>	<b>:</b>	<b>VENDOR APPLICATION FORM</b>	<b>PAGE 19-20</b>
<b>SECTION 7</b>	<b>:</b>	<b>OTHER DOCUMENTATION</b>	<b>PAGE 19-20</b>
<b>SECTION 8</b>	<b>:</b>	<b>ANNEXTURE A B-BBEE CLAIM FORM</b>	<b>PAGE 21-28</b>

**"PREVIEW COPY ONLY"**

**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:**

Post and/or courier

**CLOSING VENUE:****Postal Address:**

Transnet Freight Rail  
 Secretariat of the Acquisition Council, Admin Support Office  
 P.O.Box 13213  
 Humewood  
 Port Elizabeth  
 6013

**Physical Address:**

Transnet Freight Rail  
 Secretariat of the Acquisition Council, Admin Support Office  
 Forest Road  
 2<sup>nd</sup> Floor Passage  
 Fleming Street  
 Port Elizabeth

**1 Responses to RFQ**

Responses to this RFQ [**Quotations**] must not include document 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.

o **B-BBEE Scorecard and Rating**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPFA), 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 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be below R1000 000 (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 18 below for Returnable Documents required]*

- 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 contact 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: Dixie Diedericks Tel 041 507 2716

Email: [dixie.diedericks@transnet.net](mailto:dixie.diedericks@transnet.net)

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with The Secretariat of the Acquisition Council, Admin Support Office, Ronelle Blom, on any matter relating to its RFQ response:

Telephone 041 507 2721

Email [Ronelle.blom@transnet.net](mailto:Ronelle.blom@transnet.net)

### **3 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.

### **4 VAT Registration**

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

### **5 Legal Compliance**

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

### **6 Changes to Quotations**

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

### **7 Pricing**

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

### **8 Prices Subject to Confirmation**

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

### **9 Negotiations**

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

### **10 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.

### **11 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.

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

**1.2 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](http://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:

<b>YES</b>	<b>NO</b>
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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 Appendixure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

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**13 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
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Final weighted evaluation based on 80/20point system as indicated in paragraph 2</b>	<ul style="list-style-type: none"> <li>Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical</li> <li>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.</li> </ul>

**14 Validity Period**

Transnet desires a validity period of 90 ( Ninety ) days from the closing date of this RFQ.  
This RFQ is valid until \_\_\_\_\_.

**15 Banking Details**

BANK: \_\_\_\_\_  
BRANCH NAME / CODE: \_\_\_\_\_  
ACCOUNT HOLDER: \_\_\_\_\_  
ACCOUNT NUMBER: \_\_\_\_\_

**16 Company Registration**

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

**17 Disclosure of Prices Quoted**

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

YES  NO

**18 Returnable Documents**

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

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.*

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

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



- a) Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed below. SECTION 1 , ANNEXTURE A. NB ALL OTHER DOCUMENTS MUST BE SUBMITTED WITHIN 3 WORKING DAYS IF REQUESTED. **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. DOCUMENTS**

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"> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- Original valid Tax Clearance Certificate [Consortium / Joint Ventures must submit a separate Tax Clearance Certificate for each party]</li> </ul>	
<ul style="list-style-type: none"> <li>- Letter of Goodstanding from Department of Labour</li> </ul>	
SECTION 2 : Quotation Form	
ANNEXURE A – B-BBEE Preference Points Claim Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> <li>• Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of the company's shareholding/director's portfolio</li> </ul>	
<ul style="list-style-type: none"> <li>• Entity's letterhead</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of VAT Registration Certificate [RSA entities only]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>	
Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	

## 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

#### Notes to Pricing:

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

**TRANSNET SOC.LTD**  
 (REGISTRATION NO 1990/000900/30)  
 trading as **TRANSNET FREIGHT RAIL**  
 (hereinafter referred to as TRANSNET)

**RFQ NO. PTH 52606**

**EMERGENCY REPAIRS AND MINOR MAINTENANCE WORK (CIVIL)**

**RATES :NB RATES TO 31 MARCH 2015 )( VAT EXCLUDED)**

	Artisan	Labour only
Standard Rate:	R _____/hour	R _____/hour
Overtime Rate:	R _____/hour	R _____/hour
Saturday:	R _____/hour	R _____/hour
Sunday:& PPH	R _____/hour	R _____/hour
Travelling costs	R _____/km .	

*Note: This rate per km is from the 20km radius to the requested work and the rate per km is inclusive of the return trip.*

Labour Rate for a general labourer if needed on daily basis for a full day:

Labour Rate \_\_\_\_\_/day.

Percentage Handling Fee for Material Purchases and hire of equipment \_\_\_\_\_%

**RATES :NB RATES FROM 1 APRIL 2015 TO END OF CONTRACT( VAT EXCLUDED)**

	Artisan	Labour only
Standard Rate:	R _____/hour	R _____/hour
Overtime Rate:	R _____/hour	R _____/hour
Saturday:	R _____/hour	R _____/hour
Sunday:& PPH	R _____/hour	R _____/hour
Travelling costs	R _____/km .	

*Note: This rate per km is from the 20km radius to the requested work and the rate per km is inclusive of the return trip.*

Labour Rate for a general labourer if needed on daily basis for a full day:

Labour Rate \_\_\_\_\_/day.

Percentage Handling Fee for Material Purchases and hire of equipment \_\_\_\_\_%

**Section 3**  
**GENERAL CONDITIONS**

- 1. Scope of work**  
As per attached specification
- 2. Site location**  
The site is situated at per specification
- 3. Time to complete the work**  
The tenderer shall indicate at section 2 the time he will require to complete the work, however, this time should not exceed time as per specification. This period shall be exclusive 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 the sum of as per specification for every day or part thereof during which the works remain incomplete.
- 4. Guarantee**  
All workmanship and material shall be guaranteed for a period as indicated in specification of completion of work.
- 5. Inspection of works**
  - 5.1** No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon.
  - 5.2** The Contractor shall give due notice to the Project Manager whenever any such work of formations is or are ready or about to be ready for examination. The Project Manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.
  - 5.3** The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be done by the Contractor .

**Site records**

**6.1 Site Instruction Book**

The Contractor shall provide a **site instruction book ( not smaller than A5) , in triplicate for the Project Manager 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 recognized for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.**

### **6.2. 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, names & numbers of workers on 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.

### **6.3. Programming & Planning of the work**

The contractor shall provide to the Project 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 Freight Rail workshop with minor disruptions as no delays must be allowed in this regard.

The program 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.

### **7. 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 Freight Rail. The Contractor must supply all drums, connections, hoses, clamps etc., as necessary and to provide water to the working site .

### **8. Electricity supply.**

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the **Health and Safety Act, (Act 85 of 1993)** and SANS 10142.  
The Contractor must supply all leads and plugs as necessary and to provide power to the working site

**9. Access to site**

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

**10. Materials found on site**

No material that is lying on the site (other than that as specified in this document) or any Transnet Freight Rail's properties may be removed or used (even if deemed as scrap) by the contractor.

**11. Clearing of site**

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

**12. Working outside normal working hours**

The normal working hours are between 07:30 and 15:00 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 Freight Rail will not unreasonably withhold permission, however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

**13. Escalation**

This contract does not make provision for compensation in respect of increased costs. The contractors 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.

**14. Retention**

Transnet Freight Rail reserves the right to retain up to ten (10) percent of the value of the contract, for a period of six months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

**15. Safety Precautions and Insurance****15.1. 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. ( **Available on request** ) But will be completed by the successful tenderer.

### **15.11 E7/1**

Specification for works on, over, under adjacent to Railway lines and near high voltage equipment. (Available at the tender briefing)

### **15.2 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.

### **15.3 SUBSTANCE ABUSE TESTING**

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations 2A

**“INTOXICATION” An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace. Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.**

### **16. Health and Safety Requirements.**

As per the E4E (Health and Safety requirements) no work can commence before the certificate of Good Standing by the Compensation Commissioner, or proof of payment, has been delivered to this office, for this project.

### **17. Note:**

**17.1** For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed to form part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision is this Specification description shall apply.

**17.2** Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular or similar product. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may,

after obtaining written authority from the Project Manager, use an alternative product or design.

**17.3** Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

## **18. GENERAL**

### **18.1 Standard Specification**

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

#### **SANS Specifications** (To be obtained by the contenders)

National Building Regulations	SANS 10400 – 11990
General Structural	SANS 11200AH- 11982
Electrical Code of Practice	SANS 10142

### **18.2 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 as may be ordered by the Manager.

### **18.3 Site meetings**

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

### **18.4 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 this Specification, the drawings and the design.

### **18.5 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.



**19. Preliminary and General (P & G)**

The P & G shall be as per the General and Special Conditions and will include all costs not directly related to the execution of the work as stated. All items not specifically mentioned in the Schedule of Rates and Prices should form part of the contractor's requirements such as the cost of stationary and so on.

The P & G is made up of:

**Fixed Charges** (start up costs and removal of site establishment) and will include the handing over of the site to the contractor and handing back of the site after completion.

**Time Related** items and this shall allow for and must be built in the fixed charge rate as in the above, for the full duration of the contract. Any additional time that may or may not be allowed for if the contract exceeds the completion date as agreed will be included in this price/rate.

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

**20. ACT 85:**

The contractor shall allow in his pricing for all material and supervision needed in their costing. This shall include:

Start up costs:

First aid kit and emergency numbers displayed  
 Safety clothing (boots, gloves, safety hats, goggles and so on)  
 Barriers, barrier tape and so on.  
 Safety file with records of all reports and safety inspections.  
 Sign / notice board stating contractors name and that all visitors report to the site agent for induction to enter onto site and sign the site book.

Day to day matters:

The maintenance of the above start up costs.  
 The cost of safety procedures, need at all times at least one incumbent to be responsible for safety. On a daily basis and before any procedure is started a safety and work activity must be recorded in the site diary/safety file to ensure safety methods are used.  
 Need an incumbent with basic first aid training.

The contractor shall use the **Construction Work Check List** to ensure that all safety issues are dealt with and this must be kept on the safety file.

**Section 4**  
**PROJECT SPECIFICATIONS**  
**Civil**  
**Page 17A -E**  
**Claim Form**  
**Page 17 F**

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**TRANSNET SOC LTD**  
**(REGISTRATION NO 1990/000900/30)**

**Trading as TRANSNET FREIGHT RAIL**  
**(Hereinafter referred to as TRANSNET)**

**RFQ: PTH 52606**

**EMERGENCY REPAIRS AND MINOR MAINTENANCE WORK**  
**(CIVIL) TO TRANSNET ASSETS IN CRADOCK AREA**

**PROJECT SPECIFICATION**

1. **Scope of work**
  - 1.1 This contract comprises the performance of general emergency repair work and minor day to day maintenance work (in the civil and building trades) to Transnet Freight Rail assets in Cradock area and within a 200 km radius of Cradock Station.
  - 1.2 The contract will be valid for a period of 24 months or until the total payment has reached an amount of R400 000 (excluding VAT), whichever occurs first, starting 1 April 2014 (or before) and end 31 March 2016
  - 1.3 The Contractor shall perform emergency repair work in accordance with this specification on an "As and When" required basis
2. **Specifications**

The contractor shall ensure that all specifications are adhered to  
In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification

  - 2.1 **SANS Specifications** (To be obtained by the contenders)

CIVIL STANDARDS	SANS 2001
NATIONAL BUILDING REGULATIONS	SANS 10400
Water Supply and drainage for buildings:	
PART 1 WATER	SANS 2010
PART 2 DRAINAGE	SANS 1601
The Installation, maintenance , replacement and repair of fixed electric water heating systems	SANS 60335
Guidelines for the provision of Engineering services in Residential Townships - by Department of Community Development.	
3. **To be supplied and provided by the Contractor**
  - 3.1 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 as may be ordered by the Project Manager.

- 3.2 The Contractor shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract.
- 3.3 The Contractor must be available on a twenty-four hour basis and be able to respond to any emergency request within two hours after he is notified thereof.
- 3.4 Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty. Acceptable proof of qualifications shall be:
- 3.4.1 a trade test diploma from the Department of Manpower issued at a test centre; or
  - 3.4.2 a completed contract of apprenticeship; or
  - 3.4.3 proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from a foreign country.
  - 3.4.4 a license for water connections, if applicable; or
  - 3.4.5 a registered plumber as per SABS 0400, if applicable.
  - 3.4.6 Or any competency as need and recognized by the Department of Labour.
- 3.5 Proof that he is able to perform all kinds of general repair work and that the workmanship will be of an acceptable quality and standard
- 3.6 If the workmanship is not of a standard albeit that the incumbent who undertakes the work is qualified as per clause 3.4, Transnet Freight Rail will reserves the right to ask that this incumbent be removed for doing work for Transnet Freight Rail.
- 3.7 The successful tenderer shall give a list of his/her employees who shall perform the various tasks to Transnet Freight Rail.
- 3.8 **Sub-contractor**  
The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet to cancel the contract forthwith.
4. **EARTHWORKS**
- 4.1 **Disposal of soil**  
All excavated material, and other surplus material or backfill shall be carted and disposed of by the contractor to an approved dump site.
- 4.2 **Excavation generally**  
The excavation to the base of the lowest layer of imported material shall be done to the cross slopes, net width, etcetera, all as indicated in the site instruction book or drawing (where given). Trench excavation to be in accordance with SANS 1200 - risk of collapse, dealing with ground water, seepage and keeping the excavation free from water, backfilling, working space
- 4.3 **Pipes, services, cables and fittings**  
The Contractor shall verify the location of underground services on site. The contractor shall take special precautions not to damage any water pipes, cables, sewer mains, services or fittings. If any of the aforementioned is damaged, it shall be for the contractors account.
- 4.4 **Compaction of the insitu**  
The contractor shall water and compact the upper 150mm of the insitu material.

before placement of any material in the next layer. The instu material shall have at least 93 % Mod AASHTO density

5. **Site meetings**

The Contractor shall be called upon to attend meetings on the site to discuss the progress of work with the Project manager when required.

6. **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.

7. **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.  
All dimensions and quantities to be checked on site by tenderer before commencing with the work.

8. **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.  
If required, a permit must be obtained from the local Municipality to transport material on their roads.

9. **Payments : Claims:**

All instructions to the Contractor shall be confirmed in writing and only requests that were issued / in writing, will be accepted for payment.

The contractor shall be paid as per the tender rates and prices.

**Labour** : The contractor will be paid for the actual hours worked by the number of staff used. As recorded in the daily site diary.

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.

The cost of consumables, tools and small plant must be included in the labour rates

**Material & equipment** used to complete the work will be paid for as per Invoice from the supplier plus the percentage handling fee as tendered.

The Suppliers Invoice MUST be submitted with each and every claim

With each and every claim the "Claim form" (See Part C) must be completed and submitted together with the Contractors Invoice

10. **Penalties for Delays :**

The contractor shall be required to complete each part of the work as given in the site instruction book within a period as agreed to by Transnet Freight Rail's representative.

Notwithstanding that above emergency work shall be reacted upon immediately

and the situation made safe and if a burst pipe the water shutdown to prevent waste.

Furthermore that repair work shall be then repaired as soon as practically possible.

Failing completion of the work within the period as stipulated above, the contractor shall pay to Transnet Freight Rail as penalty the sum of R300.00 (Three Hundred Rand) for every day or part thereof during which the works remain incomplete.

**11. Guarantee : Quality**

Guarantee the quality of his workmanship for a period of twelve (12) months. In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

**12. Traveling:**

No traveling time is allowed for within the radius of 20km from the station. Therefore, the price is inclusive of traveling in this zone.

If work is outside this zone then the contractor shall be compensated for this via a rate. This shall be from the 20km radius to the requested work. This price is inclusive of return trip.

NOTE: rate is only for one way the return trip is not allowed for and must be included in the rate.

**13. Materials:**

All material to be SANS approved. Adhere to manufacturers specifications and instructions.

**14. Safety :**

Contractor to adhere to all safety regulations as per Occupational health and Safety Regulations Act, 85 of 1993.

Adhere to the safety rules and regulations of the various Depots and sites

At all times the safety aspect of the project must be treated as very important. All contract workers will attend a safety induction course presented by Transnet Freight Rail before the work commences

**15. Occupancy :**

Some buildings and sites may be occupied during renovations / repairs. The contractor, in conjunction with the Project Manager, must liaise with the people on site as to how and when the work can be performed so as to ensure their safety and no major disruptions to the service of TFR.

**16. Risks Assessed**

- 16.1 Working with scaffolding.
- 16.2 Working with step ladders.
- 16.3 Working with flammable liquid
- 16.4 Working with electric tools
- 16.5 Working on roofs
- 16.6 Working near Live Overhead electric wires

16.7 Working near / on / below live railway lines

**17. Access to work sites and Security**

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

Site access permits will be issued to the contractor and must be displayed to any person on request. put into place at the various sites

**18. 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.

18.1 The National Environmental Management Act, 107/1998;

18.2 The Environmental Conservation Act, 73/1989; and

18.3 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.

**19.**

**SUBSTANCE ABUSE TESTING**

The OHS Act (Act 85 of 1993) clearly states in the Safety Regulations 2A

**“INTOXICATION” An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace. Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.**

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TRANSNET SOC LTD  
(REGISTRATION NO 1990/000900/30)  
trading as TRANSNET FREIGHT RAIL  
(hereinafter referred to as TRANSNET)

RFQ :

**EMERGENCY REPAIRS AND MINOR MAINTENANCE WORK (CIVIL) TO**  
**TRANSNET ASSETS IN CRADOCK AREA,**

**- CLAIM FORM**

REQUEST : \_\_\_\_\_

CONTRACTOR, TRADING AS : \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ CELL \_\_\_\_\_

REPORTED DATE \_\_\_\_\_ TIME \_\_\_\_\_ Fax or Site Instruction Book \_\_\_\_\_

DATE STARTED WORK \_\_\_\_\_ TIME \_\_\_\_\_

DATE COMPLETED WORK \_\_\_\_\_ TIME \_\_\_\_\_

IF WATER PIPE OR SEWER OR STORM WATER

Depth of pipe \_\_\_\_\_ Size of pipe \_\_\_\_\_ Type of Pipe \_\_\_\_\_

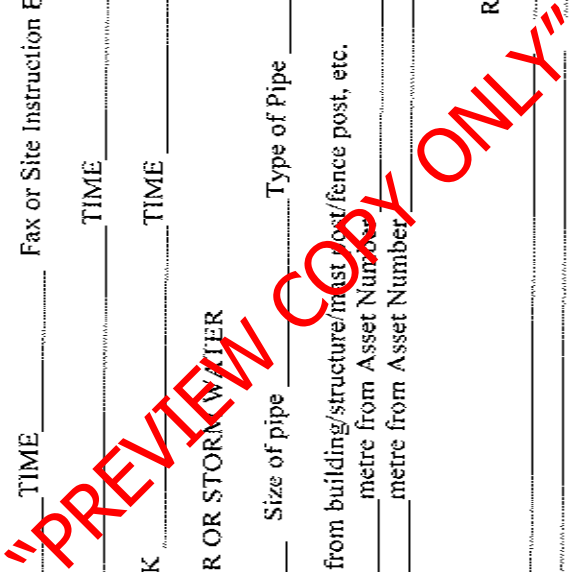
Position of fault i.e. distance from building/structure/mast/post/fence post, etc.

X \_\_\_\_\_ metre from Asset Number \_\_\_\_\_  
Y \_\_\_\_\_ metre from Asset Number \_\_\_\_\_

COSTS:

Materials \_\_\_\_\_

R C



Plant/equipment \_\_\_\_\_

Labour \_\_\_\_\_

For use by Spoornet's Representative:

Approved \_\_\_\_\_ Adjustments if any \_\_\_\_\_

GL \_\_\_\_\_ CoCe \_\_\_\_\_ Asset \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Respondence Signature

Date and company stamp



Section 5

**CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION**  
RFQ : PTH 52606

It is hereby certified that -

- 1. ....
- 2. ....

Representative(s) of .....  
(*name of company*)

attended the site meeting / briefing session in respect of the proposed Service to be rendered in terms of this RFQ on 2/26/2014

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.....  
TRANSNET'S REPRESENTATIVE .....  
RESPONDENT'S

.....  
Respondent's Signature

.....  
Date & Company Stamp

**Section 6 VENDOR APPLICATION FORM**

*Respondents are to complete the Vendor Application Form below:*

**ALL DOCUMENTS MUST BE AVAILABLE AND SUBMITTED WITHIN 3 WORKING DAYS IF REQUESTED**

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 Company Registration Certificate [if applicable]

**Vendor Application Form**

Company trading name

Company registered name

Company Registration Number or ID Number if a Sole Proprietor

Form of entity [✓]    CC    Trust    Pty Ltd    Limited    Partnership    Sole Proprietor

VAT number [if registered]

Company telephone number

Company fax number

Company email address

Company website address

Bank name

Account holder

Postal address

Physical Address

Branch & Branch code

Bank account number

Code

Code

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

*Complete B-BBEE Ownership Details:*

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

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

Transnet contact person  
 Contact number  
 Transnet Operating Division



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

Name	Designation	
Signature	Date	

## Section 7

**OTHER DOCUMENTATION  
NB AVAILABLE AT SITE OR ON REQUEST**

- A. VENDOR APPLICATION FORM
- B. E4E (ACT 85)
  - ✓ SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
  - ✓ ACT 85 OF 1993 AND REGULATIONS (TO BE COMPLETED BEFORE WORK COMMENCE)
- C. E/7/1
  - ✓ SPECIFICATIONS FOR WORK ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT
- D. GENERAL BID CONDITIONS
- E. SUPPLIER CODE OF CONDUCT
- F. TRANSNET OMBUDSMAN INFORMATION

By signing the 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 Limited 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 purposes of calculating tendered prices or otherwise.

**"PREVIEW COPY ONLY"**

-----  
**SIGNATURE OF RESPONDENTS AUTHORISED REPRESENTATIVE:**

.....  
Respondent's Signature

.....  
Date & Company Stamp

**ANNEXURE A: RFQ PTH 52606 FOR  
EMERGENCY REPAIR AND MINOR MAINTENANCE WORK CIVIL IN THE CRADOCK AREA  
FOR PERIOD FROM 1 APRIL 2014 AND ENDING 31 MARCH 2016 OR UNTIL THE TOTAL  
PAYMENT HAS REACHED AN AMOUNT OF R 400 000.00 (EXCLUDING VAT)WHICHEVER  
COMES FIRST**

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

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

**1. INTRODUCTION**

- 1.1 A total of 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 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 any 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.

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#### 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 \_\_\_\_\_ = \_\_\_\_\_ [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 OSE.

### 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]

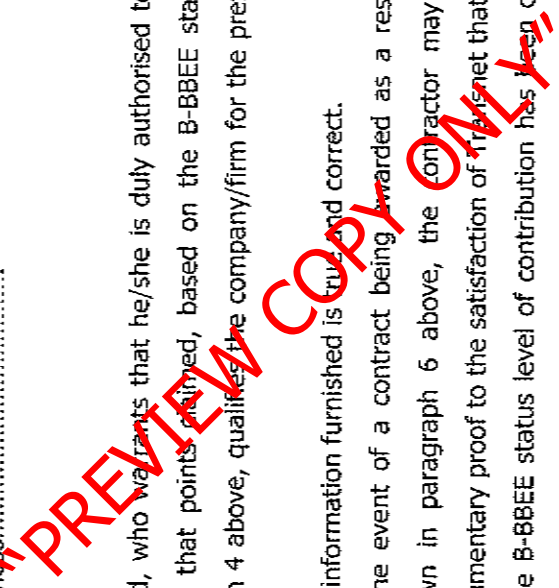
Manufacturer

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.