

#### 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 RFO/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 84 ril 2014 at the Transnet Freight Rail , Admin Support, Room 2nd 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-tfg upplier/Pages/Tenders.aspx)

RFO NUMBER : PTH 52799

<u>DESCRIPTION</u>: REMOVE DAMAGE FENCE (07DA005E) AND REPLACE WITH NEW PALISADE FENCE AT TRANSTEL BUILDING, SWARTKOPS, PORT ELIZABETH

A COMPULSORY INFORMATION MENTING AND SITE INSPECTION WILL BE HELD

DATE

TIME

T BOARD ROOM, REAL ESTATE, BAAKENSRIVER, PORT ELIZABETH ( FOR DIRECTION PLEASE CONTACT MELINDA TEL 041 507 2696 ) ( AFTER TENDERBRIEFING WE WILL PROCEED TO THE SITES)

**CLOSING DATE: 22 APRIL 2014 @ 12H00.** 

For enquiries regarding the collection of the RFO please contact:

NAME: R.BLOM

TEL : 041 - 507 2721

Email: 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 52799** 

FOR THE: REMOVE DAMAGE FENCE (07DA005E) AND REPLACE WITH NEW PALISADE FENCE AT TRANSTEL BUILDING, SWAKINGES, PORT ELIZABETH:

ISSUE DATE : 8 APRIL 2014

CLOSING DATE: 22 APRIL 2014

CLOSING TIME: 12:00

#### COMPULSORY INFORMATION BRITISHING SESSION AND SITE MEETING:

Date: 15 APRIL 2014

Time: 8:00

Venue: AT BOARD ROOM, REAL ESTATE, BAAKENSRIVER, PORT ELIZABETH (FOR DIRECTIONS PLEASE CONTACT MELINDA TEL 041 507 2696 ) ( AFTER TENDERBRIEFING W. WILL PROCEED TO THE SITES)

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 BEDJERS HOULD SEND A REQUEST FOR MINUTES TO:

Digitalization de la company d

Contacts:

RealEstate:PEF6884

### **SCHEDULE OF DOCUMENTS**

SECTION 1 : NOTICE TO BIDDERS

SECTION 2 : QUOTATION

SECTION 3 : GENERAL CONDITIONS

SECTION 4 : PROJECT SPECIFICATIONS

SECTION 5 : CERTIFICATE OF ATTENDANCE

SECTION 6 : VENDOR APPLICATION FORM

SECTION 7 : OTHER DOCUMENTATION

SECTION 8 : ANNEXTURE A B-BBEE CLAME FORM

# 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 Acquaition Council, Admin Support Office

FC Sturrock

Ž<sup>st</sup> Floor Passage

Flemin, street

Port Exabert

#### 1 Responses to R.O.

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

#### 2 Brownie Black Economic Empowerment [B-BBEE]

ranshet 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. Transhet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

#### 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 (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 in term, 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 Annixure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of them B-BEE 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 48 below or 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 canvass any officer(s) or employee of Transner in respect of this RFQ between the closing date and the date of the award of the business.
- A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Dixie Diedericks Tel 041 507 2716

Email: 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

#### 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

#### 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 ofter the closing date and time.

#### 7 Pricing

All prices must be quoted in South African Rand on a fixed price hasts, 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 slearly and specifically indicated.

#### 11 Disclames

Tans let a rot 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:

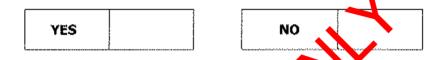
- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- · disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest 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.

#### 12 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:



Should a Respondent need to declare previous transgressions on a Sirious breach of law in the preceding 5 years as required by Annexure A to the Integrity Fact, such declaration must accompany the Respondent's bid submission.

#### 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
Administrative	Completeness of response and returnable documents
responsiveness	
Substantive	Prequalification criteria, if any, must be met and whether the Bid materially complies
responsiveness	with the scope and/or specification given.
Final weighted	Pricing and price basis [firm] - whilst not the sole rector for consideration,
evaluation based	competitive pricing and overall level of encoaditional discounts <sup>1</sup> will be critical
on 80/20point	B-BBEE status of company ~ Preference, solves will be awarded to a bidder for
system as	attaining the B-BBEE status level of considution in accordance with the table
indicated in	indicated in Annexure A.
paragraph 2	

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 NOLD TR:
	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

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

**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 <u>Returnable Documents</u>, as detailed below.SECTION 1, SECTION 2, 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 <u>all</u> 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> <li>Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs]</li> <li>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</li> </ul>	
preference	
<ul> <li>Valid and original B-BBEE certific te/sworn affidavit or certified copy thereof from auditor, accounting officer or S/NAS accredited Verification Agency [EMEs]</li> </ul>	
Note: failure to provide a valid B BEE Verification Certificate at the closing date and time of the RFD will result in an automatic score of zero being allocated for preference.	
<ul> <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> <li>Original valid Tay Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]</li> </ul>	
- Letter of Goodstanding from Department of Labour	7-79///////////////////////////////////
SECTION 2 - Quotation Form	-14//11-
ANNEX JRE A - B-BBEE Preference Points Claim Form	
SECTION 3: Vendor Application Form	
<ul> <li>Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul> <li>Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul> <li>Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)</li> </ul>	
<ul> <li>Certified copies of the company's shareholding/director's portfolio</li> </ul>	
Entity's letterhead	
<ul> <li>Certified copy of VAT Registration Certificate [RSA entities only]</li> <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 OUOTATION FORM

I/We		
haraby offer to supply the goods/sangers at the prices quoted in the Price Schodule below	in noonedon	

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 ne/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-line guoted, Transnet may, without prejudice to any other legal remedy which it may have, cance the order and recover from me/us any expenses incurred by Transnet in calling for Quotations, are in ancient having to accept any less favourable offer.

#### Pri e 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 disqualifie.
- c) Reaso note that should you have offered a discounted price(s), Transnet will only consider such rice discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

TRANSNET SOC LIMITED (REGISTRATION NO. 1990/000900/30) TRADING AS TRANSNET FREIGHT RAIL.

### **RFQ PTH 52799**

SCHEDULE OF V	VORK 2	AND PRICES	
DESCRIPTION	UNIT	QUANTITY RATE	AMOUNT
Remove existing damage fence complete with posts, stays, double gates and concrete retaining walls as per spec	m	120	
Supply and erect 2.10m Palisade fence complete with pales and posts ( Posts to be east in concrete) as per spec	m	120	
Supply and creet 5.0m palisade double gates complete with locking device as per spec	set		
Cast concrete retaining walls to match existing as per spec	C tb/m	12	
Clean and cut all bush and vegetation 1m or either side of fence as per spec	sqm	240	
Clean site and cart away rubble to approved municipality dump site	sum		
Risk Assessment	sum	1	
P&G	sum	. 1	***************************************
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GROSS AMOUNT TO BE CARRIED FORWARD TO NEXT PAGE	GROSS TOTAL	1////	R (march MATT)
CONTRACTOR: DATE:			(excl VAT)

## TRANSNET SOC LMITED

(Registration No., 1990/000900/30)

### trading as TRANSNET FREIGHT RAIL

Quote Form

I,We
carrying on as business under the style and title of
hereby offer to undertake and complete the abovementance work at a tender price and in accordance with the terms set in this Request for Quore , General and/or Special Conditions and Project Specifications for the sum of : ( PRICE FROM PREVIOUS PAGE 9A)  R
(Exclusive of VAT) Time to complete the work:(Work days)
I/We undertake to complete the work or the duration of the contract as specified in the special
conditions and particular specifications from the date of notification of the acceptance of my/our tender.
<b>NOTE:</b> In the event of any discrepancy, the amount in words will take precedence over the amount in figures:
NOTE: The price as transferred to this form shall be the tendered price, any error in pricing in this schedule, even an arithmetic error will have to be adjusted to comply with

(i)

(ii)

he badered price as given on this page.

#### Section 3

#### GENERAL CONDITIONS

#### Scope of work

As per attached specification

#### 2. Site location

The site is situated at per specification

#### 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 spove or with any shorter period offered by the contenders and accepted by Transnet, the contract shall pay to Transnet the sum of as per specification for every day or part during which the works remain incomplete.

#### 4. Guarantee

All workmanship and material shall be teed for a period as indicated in specification of completion of work.

#### 5. Inspection of works

- 5.1 ared up or put out of view without the approval of the Project No work shall Manager. The Contractor shall afford full opportunity for the Project Manager to examine work, which is about to be covered up or put out of view and to and measure foundations before permanent work is placed thereon.
- 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 without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.
- 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**

Date & Company Stamp

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 and 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 set. 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 then that as specified in this document) or any Transnet Freight Rail's properties may be removed or used (even if deamed as scrap) by the contractor.

#### 11. Clearing of site

The Contractor shall provide for cleaning up and sorting all Nobes 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 nours

The 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 Freight Rail will not unreasonably withhold permission, however the Contractor may have to pay for Transnet Freight Rail's supervisors per minel.

#### 13 ca. ti n

ontract does not make provision for compensation in respect of increased costs. The tenders 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 afety Requirements.

As portine E4E (Health and Safety requirements) no work can commence before the certificate 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 from 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 regard d as being embodied in this specification.

#### SANS Specifications (To be obtained by the on enders)

National Building Regulations

ANS 10400 - 11990

General Structural

SANS 11200AH- 11982

**Electrical Code of Practice** 

**SANS 10142** 

#### 18.2 To be supplied by the Contract or

The Contractor shall beyide all labour, transport, consumable stores, plant, services, materials and ingredients of every description required equipment, tool for the carrying out and completion of the WORKS as per this specification and as ed by the Manager. may be or

#### 18.3 etinas

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

#### 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.

Date & Company Stamp

#### 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 coster.

First aid t and emergency numbers displayed.

San ty cothing (boots, gloves, safety hats, goggles and so on)

Bandrs, barrier tape and so on.

Salety 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

Page A-C

**Drawing** 

Page E

RFQ: PTH 52799

## TRANSNET SOC LIMITED (REGISTRATION NO.1990/00900/30)

## trading as TRANSNET FREIGHT RAIL (Hereinafter referred to as TRANSNET FREIGHT RAIL)

#### RFQ:PTH 52799

#### PARTICULAR SPECIFICATIONS

# REMOVE DAMAGE FENCE AND REPLACE WITH NEW PALISADE FENCE, ASSET NO.07DA005E AT TRANSTED BY JOING, SWARTKOPS

### NOTE:

- 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 from 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.
- 2. Where trade names and catalogue references have been used in these Specifications to specify a product Tenderers must tender on that particular product specified. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from Transnet freight rail, use an alternative product or design.

When Transnet freight rail gives such a written authority at the request of the Contractor, for the Contractor's convenience, all additional costs involved will be done the Contractor's count. In the event of a less expensive product or design being used, a variation order effecting the saving in cost will be issued.

#### 1.REMOVE EXISTING DAMAGE FENCE:

- [a] Remove existing damage fence complete with rail posts, stays, double gate and Concrete retaining walls ( Total 120 m)
- [b] Stack all rubble clear of traffic, ready for removal to approved Municipality dump site

RFQ: PTH 52799

#### **2.CLEAR AND CLEAN AREA:**

[a] Clear and cut all bush and vegetation 1m of either side of fence prior to erect the new fence

[b] All bushes and trees up to 50mm in diameter must be trimmed as close to ground level as possible

#### 3.SUPPLY AND ERECT PALISADE FENCE:

- [a] Supply and erect new 2.1m high bolted galvanized palisade fencing
- [b] The galvanized palisade fence shall be in a straight line between upright posts.
- [c] The horizontal rail shall be 50x50x5mm angle iron 3.4m long
- [d] The pales shall be 50x2.5mm x 2.1m long spear head
- [e] The anti-sag shall be 50x2.5 x 500mm section to make pale
- [f] The fish plates shall be 40x8x150mm with slot
- [g] The bolts and nuts shall be M8 and M10 hot dipped cup square bolts and anti-vandal nuts

### 4.POST:

- [a] All post shall be 100x50 PE x 2.7m long
- (b) All posts shall be planted vertically in a straight line and on the same level, following the natural ground contours.
- [c] Concrete to be 1:3,5 (19mm stone) 15mpa strength
- [d] Excavations main einto ground 600 mm deep x 450mm x 450mm
- [e]] All excavations must be re-instated with same as the existing material

#### 5. GATES:

Sates need to have a cross members (diagonal) to prevent sagging. Gate post to be supported to accommodate additional tension. A 20mm locking bar to be fitted to gate to accommodate a lock.

#### 6. CONCRETE RETAINING WALLS:

- [a] Erect boxing for concrete retaining walls
- [b] Cast concrete retaining walls to match existing (size of walls: 2/ 35.5m x 0.4m x 0.25m and 2/ 22.5 x 0.4m x 0.25m)
- [c] Concrete to be 1:3:6 mix (19mm stone) 15mpa strength

#### 7. GALVANIZING:

Respondents signature Firms date stamp

All metal work shall be covered in double dipped hot galvanizing, to SANS1.2 (ISO1461) and a certificate to be provided

#### 8. DRAWINGS:

1 Page of sketches is provided and it is not to scale

#### 9. TIME TO COMPLETE THE WORKS;

[a] Time to complete the work shall be 30 (thirty) days.

[b] Failing to complete the work as accepted, the concertor shall pay Transnet a penalty of R1000.00 (Thousand Rand) per day, or part the on, for which the works remain incomplete.

### 10. GUARANTEE:

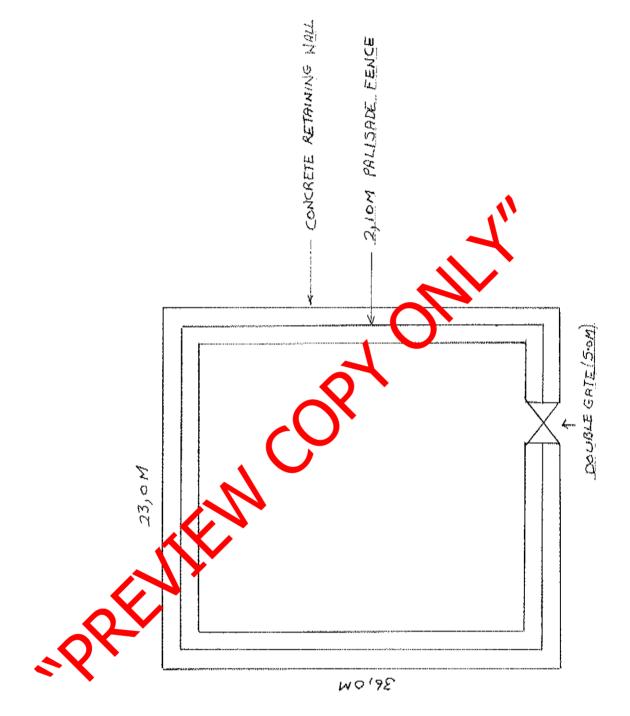
- [a] Works shall be guarantee for 1) (one)
- [b] 10% retention will be kept or 6 honths (six)

#### 9. PLAK SSESSMENT:

- [a] The successful contractor must abide by the safety laws as laid down by Transnet freight rail
- [b] Employees of the contractor must attend a risk induction course which will be presented by a Transnet training officer
- [c] Employees of contractor to wear safety vest at all times

#### 10. GENERAL:

- [a] All material to be "SABS" approved.
- [b] It is the **Contractor's responsibility** to check all the measurements and quantities. The plan provided is a sketch plan and is not to scale.



REMOVE DAMAGE FENCE AND REPLACE WITH NEW PALISADE FENCE AT SWARTKOES (OTDAGOSE)

#### Section 5

## **CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION**RFQ: PTH 52799

It is hereby certified that -1. 2. Representative(s) of ..... (name of company) attended the site meeting / briefing session in rethe proposed Service to be rendered in terms of this RFQ on 4/15/2014 **RESPONDENT'S** 

#### 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

- Original cancelled cheque OR letter from the Respondent's bank verifying banking details [with bank stamp]
- Certified copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
- 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-BLEE compliance as per the B-BBEE Codes of Good Practice
- 9. Certified copy of valid Company Registration Certificate [if applicable]

## Vendor Application Form

the A resister name			a da marilang a tilong mangali Malipit disabah dipingti babah da
Company Registration Num			
Four of entity [√] CC  VAT number [if registered]	Hty Lt	a Limitea	Partnership Sole Proprietor
Company telephone number			
Company fax number  Company email address			
Company website address			
Bank name		Branch & Branc	ch code
Account holder		Bank account r	number
Postal address			Code
Physical Address			

			Code
Contact person			
Designation	and the second		
Telephone			
Email			
Annual turnover range [last financial yea	r] < R5 m	R5 - 35 m	> R35 m
Does your company provide	le Products	Services	Both
Area of delive	y National	Provincial	Local
Is your company	a public or private entity	Public	Private
Does your company have a Tax Dire	tive or IRP30 Certificate	YUS	No
Main product or services [e.	j. Stationery/Consulting]		
			,
Complete B-BBEE Ownership Detalls:			
% Black % Black women ownership	% Disabled Black bwnership	Andrews (1997) Andrews (1997) Andrews (1997)	% Youth ownership
Does your entity have a B-BBEE certi	icate	Yes	No :
What is your B-BB	Estatu (Level 1 to 9 /	/ Unknown]	
How many personnel does the entity	oloy	Permanent	Part time
If you are an existing Vendor with Transnet	dese complete the follo	wina:	
Transnet contact person			n de la care de la care. Na la care de la care
Contact number (1) 4 [11]			
Transnet Operating Division	ed some still edit		
ruly authorised of sign for and on behalf of Co	mpany / Organisation:		

Duly authorise	sign for and	l on behalf of Cor	npany / Organisation:
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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 purposed of calculating tendered prices or otherwise.

SIGNATURE OF RESPONDENTS AUTHORISED REPRESENTATIVE:

# ANNEXURE A: RFQ PTH 52799FOR REMOVE DAMAGE FENCE (07DA005E) AND REPLACE WITH NEW PALISADE FENCE AT TRANSTEL BUILDING, SWARTKOPS, PORT ELIZABETH

#### 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 signsthis 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 Transpet.

#### 2. GENERAL DEFINITION

- 2.1 **"all applic ble taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance and partibutions and skills development levies;
- 2.2 "B 98E" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- "B-VAEE 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-BBE Codes of Good Practice and means any enterprise with an annual total revenue of contreen 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 est pated 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 'ev nue" bears the same meaning assigned to this expression in the Codes of Good Practice in 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;
- 18 "truct" 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
- "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

#### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.



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

4.1 In terms of 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	Number of Points
Contributor	[Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	A) = Alama samo samo si ponegari samo
8	
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 vertice of the Codes of Good Practice must submit a certificate issued by an Accounting Office 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 Gazett. 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 2017 ersion 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 of 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 8-BBEE status level certificates in terms of the specialised scorecard contained in the 8-BBEE Codes of Good Practice.

- 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

#### 5.

		Practice	issued on 11 (	October 2013	in terms	of Government 👍 z	ette No. 36928, any
		represent	tation made by a	n entity about	its B-BBEE	compliance must be	supported by suitable
		evidence	or documentation	n. As such, Tr	ansnet rese	rves the right to req	uest such evidence or
		documen	tation from Bidder	s in order to ve	erify any B-B	BEE rocognition claim	ed.
•	B-BI	BEE STAT	US AND SUBC	ONTRACTIN	G	14.	
5.1 Bidders who claim points in respect of B-B-EE status Level of Contributio							
		complet	e the following:				
		B-BBEE S	tatus Level of Cor	tributor		[maximum of	20 points]
		Note: Po	ints claimed in r	espect of this	aragraph	5.1 must be in acco	rdance with the table
		reflected	in paragraph 4.1	200vs and h	ust be subs	tantiated by means o	of a B-BBEE certificate
		issued by	a Verification Age	a cy acc edited	by SANAS	or a Registered Audito	or approved by IRBA or
		a sworn a	affidavit in the cas	e of an EME or	QSE.		
	5.2	Subcont	ranting				
			<b>&gt;</b>				
				ract be subcon	tracted? YE	S/NO [delete which is	not applicable]
		It YES, in					
	7	(1)	What percentage				%
	X	(ii)					
	•	(iii)	The B-BBEE stat		subcontracto	or	VECANO
		(iv)	Is the subcontra	C(OF ATTEME?			YES/NO
	5.3	Declaration	on with regard to	Company/Firm			
		(i)	<del>-</del>	, ,			**************
			•	•			
		(iii)	_				
		(iv)	Type of Compa				
			□Partnership/	loint Venture	/Consortium	n	
			•			•	
			□One person i		propriety		
			□Close Corpor	ations			

Company (Pty) Ltd

number

has

been

in

(v)	Describe Principal Business Activities
(vi)	Company Classification [TICK APPLICABLE BOX]
	□Manufacturer
	□Supplier
	□Professional Service Provider
	□Other Service Providers, e.g Transporter, etc

#### **BID DECLARATION**

(vii) Total

I/we, the undersigned, who warrants that neither duly authorised to do so on behalf of the company/firm, certify that points claimed assed on the B-BBEE status level of contribution indicated in paragraph 4 above, qualities the company/firm for the preference(s) shown and I / we acknowledge that:

years

- (i) The information furnished is true and correct.
- (ii) In the electrof a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish locureantary 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.

Respondent's Signature

	WITNESSES:	
1.		
		SIGNATURE OF BIDDER
2.		The state of the s
	DATE:	

COMPANY NAME: