### TRANSMET



# TRANSNET FREIGHT RAIL a Division of TRANSNET LIMITED (Registration No. 1990/000900/06)

## **REQUEST FOR QUOTATION ("RFQ")**

### **RFQ NUMBER HOAC/KAZ/6447**

## **REPAIRS TO ROAD CITY DEEP**

**ISSUE DATE** 

02 AUGUST 2010

**CLOSING DATE** 

10 AUGUST 2010

**OPTION DATE** 

31 OCTOBER 2010

**CLOSING TIME** 

10H00

**BRIEFING DATE** 

05 AUGUST 2010

**BRIEFING TIME** 

12H00

**VENUE** 

HOUER ROAD MAIN ENTRANCE CITY DEEP

**TENDER BOX** 

ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, AND JOHANNESBURG.

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:

RFQ NUMBER: HOAC/KAZ/6447 REPAIRS TO ROAD CITY DEEP

please note that late responses and those Delivered or posted to the wrong address will be disqualified



## **REQUEST FOR QUOTATION ("RFQ")**

### **RFQ NUMBER HOAC/KAZ/6447**

## **REPAIRS TO ROAD CITY DEEP**

## **SCHEDULE OF DOCUMENTS**

- 1. Notice to Bidders
- 2. Requisition for quotation
- 3. Certificate of Attendance of RFQ Information meeting
- 4. Scope of Work and General specification
- 5. Returnable Schedules / Documents
- 6. Supplier Declaration Form
- 7. General Tender Conditions (CSS5 goods)
- 8. Standard Terms and Conditions of Contract (US7, Services)
- 9. Non-Disclosure Agreement
- 10. Supplier Code of Conduct



## REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER: HOAC/KAZ/6447

### REPAIRS TO ROAD CITY DEEP

## NOTICE TO BIDDERS

## Refer Document attached hereto

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 02/08/2010 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21Wellington Road, Park town.

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name. NOTE: This amount is not refundable.

Receipts to be presented prior to collection of the RFQ

A **COMPULSORY** information meeting will be held at the following venue:

VENUE : HOUER ROAD

MAIN ENTRANCE

CITY DEEP

Time 12h00

Date . 05 AUGUST 2010

The site meeting is compulsory and companies not attending <u>will be overlooked</u> during the tender awarding process.

Please bring the valid document on the day of briefing and also make sure that you bring your safety shoes and reflective vest on site

NAME : Esther Tyam/
Tel : (011) 773 8557

Email : Esther.Tyam@transnet.net

Tenders in duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, Po box 4244, Johannesburg 2000 before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:



Tender No : HOAC/KAZ/6447

Description : REPAIRS TO ROAD CITY DEEP

Closing date and time : 10 AUGUST 2010 at 10h00

Closing address (refer options below)

## **DELIVERY INSTRUCTIONS FOR THIS RFQ:**

<u>ff posted</u>, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.

<u>If delivered by hand</u>, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House,21 Wellington road, Park town, Johannesburg and should be addressed as follows:

THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please Ensure that response documents or files are not larger than the above dimensions. Responses which are Too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate Envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

- 3 If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.
- 1. Please note that this RFQ closes punctually at 10:00 on Tuesday 10 AUGUST 2010
- 2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
- NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
- 4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.



- 6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
- 7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

## 8. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.

TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies <u>approved</u> by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 23 March 2009.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) Large Enterprises (I.e. annual turnover >R35 million):
  - Rating level based on all 7 (seven) elements of the BBBEE scorecard.
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) Qualifying Small Enterprises QSE (i.e. annual turnover >R5 million but <R35 million):
  - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) <u>Exempted Micro Enterprises EME (i.e. annual turnover <R5m are exempted from being rated or verified)</u>:



- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- ➢ Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers
- 8.1 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transpet to evaluate / adjudicate on all tenders received on a fair basis.
- 8.2 Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

Turnover: Indicate y	our company's most recent annual turnover:
F	

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >Rom please attach BBBEE certificate and detailed scorecard from an accredited rating agency.
- 8.3 The DTI has created an online **B-BBEE Registry** (http://www.dti.gov.za) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:
  - Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
     Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

8.4 Kindly provide	Transnet	with	your	DTI	B-BBEE	UNIQUE	PROFILE	NUMBER	with	all	tender
submissions.											



### DTI BBBEE UNIQUE PROFILE NUMBER:

Failure to submit your UPN will result in a score of zero being allocated for BBBEE evaluation.

8.5 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of

zero being allocated for BBBEE evaluation.

## 8. COMMUNICATION

9.

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of TRANSNET in respect of an 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 enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above

### 10. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

## 10.1 INSTRUCTIONS FOR COMPLETING THE REQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
  - The Respondent's latest audited financial statements;
  - The Respondent's valid Tax Clearance Certificate.
  - A CD copy where applicable

## 11. COMPLIANCE

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

## 12. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- · All prices must be quoted in South African Rand



 TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

NB: Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

# FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN THE PROPOSAL BEING REJECTED.

## 13. DISCLAIMERS

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

- modify the RFQ's Goods or Services and request Respondents to re-bid on any changes
- reject any Proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFQ's closing date
- award only a portion of the proposed Goods or Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work

Performed in connection with the Proposal whether or not the Respondent is awarded a contract.

14. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the

proposed contract by Trans net's Legal Counsel.

NAME OF RESPONDENT:

PHYSICALADDRESS:

Indent's contact person:

Designation:

Telephone:

Cell phone:

Facsimile:

Email:



# TRANSNET urges its clients and suppliers to report Any fraud or corruption On the part of Transnet' employees to

TIP-OFFS ANONYMOUS: 0800 003 056

## **SECTION 2**

**REQUEST FOR QUOTATION ("RFQ")** 

**RFQ NUMBER :HOAC/KAZ/6447** 

**REPAIRS TO ROAD CITY DEEP** 

			, <b>O</b>		
REQUISITION	FOR QUO	TATION	1		
COMPANY NAME:		$\sim$	SUPPLY C	HAIN SERVICES	
			Contact: Tel: 011 77		
	*********		Fax:011 77	3-2020	_
Tel (011) Fax (011)					
ISSUE DATE	02-08-	2010			
CLOSING DATE	10- 08-	2010 (10h00)			
Prices in Sout	th African	purrency, including all costs.	···	·	-
Direct to consignees					_
ITEM NO:	DESCRIPT				_
1.		REPAIRS TO ROAD CITY DEEP			
		201	" "		
	-1 1				_
Total price for					_
2.Prices mus			•		_
3. Direct delive		CITY DEEP Esther Tvam 011 773-8557			_
T. VVIII. AUL DUI	avii.	ESURC   V&III   U     / / 3=033 /			

## 5.COMPULSARY DOCUMENTS

## NOTE

:5.1.Return of tender documents

The tender documents must be submitted on the closing date in duplicate and failure



To do so will automatically disqualify your offer.

- 5.2.The following documents are compulsory, and they must be attached to the tender document If **Not** your tender will not be considered.
- a) Tax Clearance Certificate
- b) Supplier Declaration Form
- c) Current Vat Registration No.

**SIGNATURE OF TENDERER:** 

d) BBBEE level certification and Score Card

SIGNATURE OF TENDERER: D	nte:
6. FRAUD HOTLINE	4
Transnet strives to be fair, equitable and just in all its dealine encourage all tenderers to report any practice, activity or into of or become aware of which may result in any perception of committed against or in the name of Transnet. The hotline dealers to the Hotline telephone: 0800 003.0	ormation that they are aware f or actual fraud being etails are:-
Email: <u>transnet@tip-offs.com</u>	
Fax: 0800 007 788  All information received will be treated with the u	magi sandidantialit
. 0	•
7. BUSINESS ADJUDICATION CRITERIA:	
7.1."Order winning criteria" 7.1.1.Total Price for the service 7.2."Technical" 7.3."BBBEE" 7.3.1.Provide BBBEE level Certification	

Date:



### **SECTION 3**

## REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER: HOAC/KAZ/6447

REPAIRS TO ROAD CITY DEEP

## **CERTIFICATE OF ATTENDANCE**

Refer Document attached hereto

8. RFQ SITE MEETING:

A **COMPULSORY** information meeting will be held at the following venue:

**VENUE** 

**HOUER ROAD** 

**MAIN ENTRANCE** 

CITY DEEP

Time

12h00

Date

05 AUGUST 2010

The site meeting is compulsory and companies not attending <u>will be overlooked</u> during the tender awarding process.

Contact people on sites: (Eather Tyam (011)773-8557

## 8.1. ATTENDANCE CERTIFICATE

This is to certify that	
Representative/s of	
Has/have today attended the Tender	briefing in respect of the proposed:
TRANSNET'S REPRESENTATIVE	TENDERER'S REPRESENTATIVE
DATE :	

## **VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING <u>WILL</u> AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS



BIGNATURE OF TENDERER:	· "	Date:	. 10
REFERENCES			
MPANY INFORMATION			
STATEMENT OF WORK (	S) SUCCESSFULLY CARRI	ED OUT BY TH	E TENDERER:
deres are to advise which oth similar services.	ner companies have they so	iccessfully pro	vided or are currently providin
Service Description	For whom done	Period	
	Tot whom done	Period	Contact person and Telephone or Cell number
		X	
NATURE OF TENDERER:		Date:	



## **SECTION 4**

**REQUEST FOR QUOTATION ("RFQ")** 

RFQ NUMBER: HOAC/KAZ/6447

REPAIRS TO ROAD CITY DEEP

**SCOPE OF WORK** 

Refer Document attached hereto

SIGNATURE OF TENDERER: Date: \_\_\_\_\_



SCHEDULE OF W		X		
DESCRIPTION	<u>Ouantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
REPAIRS TO TARR AREA				
Excavate 150mm x width of existing road     Excavate material to be re-used.	178	$M^2$		
2.Compact in situ layer to 90 % MOD AASTHO	178	M²		
3.Backfill to construct 150mm sub base Correct moisture content to be maintained at all times Compact to 90% MOD AASTHO	178	M²		1
4. Spray tack coat at 2 liter per meter square and allow drying.	178	M <sup>2</sup>		
5. Place 30mm TPA medium hot premix and compact with vibrating roller.	178	M2		
POHOLES				
6.Excavate 150mm x width of existing road  Excavate material to be re-used.	168	M <sup>2</sup>		
7.Compact in situ layer to 90 % MOD AASTHO	168	M²		
8.Backfill to construct 150mm sub base Correct moisture content to be maintained at all times Compact to 90% MOD AASTHO	168	$M^2$	)	
<ol> <li>Spray tack cost at 2 liter per meter square and allow drying.</li> </ol>	168	M <sup>3</sup>		
10. Place 30mm TPA medium hot premix and compact with vibrating roller.	168	M²		
11.1mport crusher runs G5 Material	10	M³		
POHOLES ON CONCRETE SLAB				
12 Clean area properly by means of compressed air	12			
13 Apply a wet to dry epoxy prior casting of concrete	12	M³		
14 Place 30 M.P.A. concrete and finish off to a fair finish	3			·
	"			
ALL WORK TO BE DONE ACCORDING TO S.A.B.S. STANDARDS				
LEAVE ARE CLEAN AND NEAT AFTER COMPLETION OF WORK	Ħ			
	GD 066 TO			
<b>V</b>	GROSS TO	IAL R		
•	14% V,A,T,	R		
	AMOUNT DI	UER		<u></u>

# **SPECIFICATIONS**

REPAIRS TO ROAD



Excavate and remove material to a depth of 170mmx width of existing road.

Excavated material shall be stockpile and re-used, as this material is suitable for Compaction.

Compact is situ material to a density not less than 90 % MOD AASHTO.

Backfill with 150mm material from stockpile or crusher run to a density not less than 90% MOD AASHTO.

Prior to the asphalt being laid the surface shall be swept clean of any loose material and

Sprayed with a primer coat of a rate of 0, 9 liters per square meter and allow drying.

Spray tack coat at 2 liter per square meter.

Place 30mm TPA medium hot premix and compact with vibrating roller.

## REPAIRS TO POTHOLES

Trim all potholes and remove existing material to a depth of 330mm in a rectangular shape.

Excavate material shall be stockpile and re-used as this material is suitable for compaction.

Compact in situ material to a density not less than 90% MOD AASHTO.

Back fill with 150mm material from stockpile or crusher to construct 150mm sub base to

Density not less than 90% MOD AASHTO.

Prior to the asphalt being laid the surface shall be swept clean of any loose material and

Sprayed with a primer coat a rate of 0,9 liters per square meter and allow to dry.

Spray tack coat at 2 liter per square meter.

Place 30mm TPA medium hot premix and compact with vibrating roller.

## **UPGRADING OF EXISTING ROADS**

## BACKFILLING OF ERODED AREAS



Undermined areas at the bottom of batter slopes or grooves eroded away due to storm Water flow must be backfilled with material obtained from a suitable borrow pit. Backfilling must be done in 20mm layers and compacted to 90% MOD AASHTO.

After the removal of topsoil where necessary, the roadbed shall be graded with a cross Fall of 0% to 5% sloping inwards or outwards. The roadbed shall then be compacted to 90% MOD AASHTO.

## GRAVEL ROAD CONSTRUCTION

## **Base Course**

A base course will only be required when a wearing course is to be constructed on top of

It. A 3.3m wide by 150mm thick (after compaction) gravel base course shall be Constructed and compacted to 93% MOD AASHTO.

## Wearing Course

A wearing course can be constructed either on top of a base course or directly on the Roadbed preparation without a base course. This will depend on the roadbed stability. A 30m wide by 150mm thick (after compaction) wearing course shall be constructed and

Compacted to 95% MOD AASHTO.

A stabilizer may be added to the wearing course to the manufacturers specifications Subject to authorization by the regional implementation head.

## Cross-Falls

The wearing course must have a cross-fall of 0% to 5% sloping inwards and outwards. Water disperses more efficiently horizontally over the road. A method that must be used

Is rounding of the surface area or sloping area inwards.

## Construction Material

The material to be used in the base and wearing courses must comply with the geo-Technical properties as required for G5.

Should the terrain be subject to freezing conditions in winter then there may not be More than 10% of the particles less than 1.25 mm in the sample of mass measurement.

Should the terrain be subject to hot and dry conditions then there may not be less than



5% of the particles less than 1.25mm in the sample of mass measurement.

## Repairs to Speed Humps

Cut both sides of speed hump and remove existing tar to a depth of  $100 \times 100 \text{mm}$  to Form a shoulder.

Prior to the asphalt being laid the surface shall be swept clean of any loose material and

Sprayed with a primer coat of a rate of 0.9 liters per square meter and allow to day.

Spray rack coat at 2 liter per square meter.

Place 30mm TPA medium hot premix and compact and compact with a vibrating roller.

The humps must be 1.5 wide and 0,15m high.

## **SLURRY 4604**

The surface shall be rolled once with a light flat-wheeled roller on the day of sealing to Depress any loose stones that may have displaced. The surface shall be cleaned to Remove all dust, mud etc. and shall have a uniform closely knot appearance.

## COMPOSITION OF SLURRY

The slurry shall consist of a mix of the grade of slurry aggregate ordered by the Engineer and specified in sub sub clause 4302 (B) (ii) together with 60% stable grade Emulsion filler and proportions. The proportions shall apply as follow slurry aggregate 1m<sup>3</sup>. Stable grade emulsion at mixing 260 1 water 260 1-cement 0,01m<sup>3</sup>.

## NEW JERSEY BARRIERS

Excavate 150 mm. deep and embed New Jersey barrier in 20 mpa. concrete and finish of neatly against barrier

## LEAVE AREA NEAT AND CLEAN AFTER COMPLETION OF WORK



## **SECTION 5**

## REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER: HOAC/KAZ/6447

REPAIRS TO ROAD CITY DEEP

RETURNABLE DOCUMENTS

## Refer Document attached hereto

# C.1.Returnable Schedules / Documents required for tender evaluation purposes (By e.g.

	Returnable Schedules / Documents	YES/NO/N/A		
1	Certificate Of Authority For Joint Ventures (Where Applicable	х		
2	Schedule of the Tenderers Experience	x		
3	Certificate of Attendance at Clarification Meeting	х		
4	Labour Payment Schedule	x		
5	Supplier Declaration form (version2)	х		
6	Letter of Good Standing with the Compensation Commissioner	x		
7	Original / Certified BBBEE Rating Certificate With Detailed Scorecard	x		
8	Statement Of Compliance With Requirements Of The Scope Of Work	x		
9	Certified Copy of Financial Statements (for the past 3 years) including Balance SHEETSts where BBBEE not provided.	х		
10	Certified Copy of Share Certificates CK1 & CK2	x		
11	Certified Copy Of Certificate Of Incorporation and CM29 and CM9	x		
12	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	x -		
13	Cancelled Cheque	х		

#### TRANSNET





14	Original current Tax Clearance Certificate	X	
15	Original Vat Registration Certificate	X	
16	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy	X	

SIGNATURE OF TENDERER:	Date:	
	SECTION 6	4
	REQUEST FOR QUOTATION ("RFQ")	
	REPAIRS TO ROAD CITY DEEP	
	SUDDUED DECLADATION FORM	

# Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

- Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
- 2. Original cancelled cheque OR letter from the bank verifying banking details (with bank stamp)
- 3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
- Certified copy of certificate of incorporation, CM29 / CM9 (name change)
- 5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
- 6. A letter with the company's letterhead confirming physical and postal addresses
- 7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
- A signed letter from the Auditor / Accountant confirming most recent annual tumover and percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member):
- NB;
- Failure to submit the above documentation will delay the vendor creation process.
- Where applicable, the respective Transnet business unit processing your application may request information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

## **IMPORTANT NOTES:**

- a) If your annual turnover is less than R5 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) If your annual turnover is between R5 million and R35million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.







NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

- c) If your annual turnover is in excess of R35million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

  NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) To avoid PAYE tax being automatically deducted from any invoices received from you, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- Unfortunately, <u>No payments can be made to a vendor until</u> the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

## Regards,

Transnet Vendor/Supplier Management [please substitute this with your relevant Transnet department before sending this document out]

# Supplier Declaration Form

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r If <mark>A</mark> Sole Proprie	RO Company		
Pty Ltd	Limited	Partnership	Sole Proprietor
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Transnet Contact Herso		
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Transnet operating divis	sion	,
Duly Authorised To Si	gn For And On Behalf Of Firm //.	Organisation
Name		Designation
Signature		Date
Stamp And Signature	Of Commissioner Of Oath	
Name		Date
Signature		Felephone No.

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

## 2 VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(\* - Minimum requirements)

2.1 Indicate the business	sector in which your company is involved/operating:
Agriculture	Mining and Quarrying
Manufacturing	Construction
Electricity, Gas and Water	Finance and Business Services
Refail: Motor Trade and Repair. Services	Wholesale Trade, Commercial Agents and Allied Services
Catering, accommodation and Conver Trade	Transport Storage and Communications
Community, Social and Fernanci Services	Other (Specify)
Principal Business Autivity	
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2.2 What is your company's annual turnover (excluding	<b>VAT</b> 7*
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4.2.8 Are any of your family members employees of Transnet?  YES NO	
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d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority:

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS <u>IN ALL RESPECTS</u> BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

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## **SECTION 7**

**REQUEST FOR QUOTATION ("RFQ")** 

**RFQ NUMBER: HOAC/KAZ/6447** 

REPAIRS TO ROAD CITY DEEP

GENERAL TERMS AND CONDITIONS (CSS5 - GOODS)

2011

Refer Document attached hereto



## **SECTION 8**

REQUEST FOR QUOTATION ("RFQ")

**RFQ NUMBER: HOAC/KAZ/6447** 

REPAIRS TO ROAD CITY DEEP

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 - SERVICES)

Refer Document attached hereto



#### **SECTION 9**

## REQUEST FOR QUOTATION ("RFQ")

**RFQ NUMBER: HOAC/KAZ/6447** 

### REPAIRS TO ROAD CITY DEEP

Refer Document attached hereto

## NON-DISCLOSURE AGREEMENT

THIS A	AGREEMENT is made the day of 2010
BETW	EEN:
(1)	<b>Transnet Limited</b> ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49 <sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
(2)	[) ("the Company") (Registration Number) whose registered office is at [
WHER	

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

## IT IS HEREBY AGREED

- 1. Interpretation
- 1.1 In this Agreement:-
  - "Agents" means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
  - "Confidential Information" means Information relating to one party (the "Disclosing Party") and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the "Receiving Party") or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing

#### TRANSNER



or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (iii) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information:

"Group" means any subsidiary, any holding company and any subsidiary of any holding company of either party;

"Information" means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium;

"Proposal" means the aggregation of Transnet's Request for Information (RFI) and Request for Proposal (RFP).

#### 2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
  - (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - (ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any



rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.
- 3. Records and return of Information
- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal.
  - (i) Return all written Confidential Information (including all copies); and
  - (ii) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above.

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

#### 4. Announcements

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

## Duration

The obligations of each party and its Agents under this Agreement shall [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

## 6. Principal



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

## 7. Representations

- 7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.
- 7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

## 8. Adequacy of damages

- 8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.
- 8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.

### 9. Data Protection

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

## General

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



10.6

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his Agreement will be governed by, and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TRANSNET LIMITED:	
By:(Signature)	
Print name:	
Title:	, <b>O</b>
Date:	
[Insert company name]:	
By:(Signature)	C
Print name:	
Title:	
Date:	

## TRANSNER



Suppliers Code of Conduct



# Suppliers Code of Conduct

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

## These are:

- >> Transnet Procurement Policy- A guide for tenderers;
- >> Section 217 of the Constitution- the five pillars of Public PSCM (Procurement and Supply Chain Management); fair, equitable, transparent, competitive and cost effective:
- >> The Public Finance Management Act (PFMA):
- The Broad Based Black Economic Empowerment Act (BBBEE); and
- >> The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

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

# Transmetwill not participate is corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.







» Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not recieve anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

# Transport is firmly committed to free and competitive enterprise.

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

Transmet's relationship with suppliers requires us to dearly define requirements, to exchange information and share mutual banefits.

Senerally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



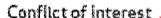






These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion:
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- » Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



A conflict of interestrarises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- Having a financial interest in another company in our industry.









Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set cut in our Suppliers Code of Conduct.

11P-0FFS ANONYMOUS HOTLINE