

Transnet, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: CRAC EFQ 21698

FOR THE PROVISION OF VEGETATION CONTROL ON LEVEL CROSSING FOR A PERIOD OF 12 MONTHS

FOR DELIVERY TO: ISANDO

ISSUE DATE: 17 JUNE 2016

BRIEFING DATE: 24 JUNE 2016

BRIEFING VENUE: NO.1 ANVIL ROAD, GOOD BUILDING, ISANDO, 6TH FLOOR BOARDROOM

BRIEFING TIME: 10:00

CLOSING DATE: 28 JUNE 2016

CLOSING TIME: 10:00

For direction to briefing, please contact Mfundiso Mabungela on 071 860 7908

Mfundiso.Mabungela@transnet.net

PLEASE BRING THE VALID TENDER DOCUMENT ON THE DAY OF BRIEFING, ALSO ENSURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST TO SITE.

PLEASE NOTE THAT IF YOU DON'T BRING VALID TENDER DOCUMENT, SAFETY BOOTS AND REFLECTIVE VEST YOU WILL NOT BE ALLOWED IN THE BRIEFING SESSION AND ACCESS TO SITE.

SUBMISSIONS SHOULD BE IN DUPLICATE HARD COPIES [1 ORIGINAL AND 1 COPY]

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- 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 should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;
or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Transnet reserves the right to lower the threshold for Technical from 80% to 70% if no Bidders pass the predetermined minimum threshold.

10 Specification/Scope of Work

Refer to Annexure B

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS : 0800 003 056

RFQ FOR THE PROVISION OF: VEGETATION CONTROL ON LEVEL CROSSING
CLOSING VENUE: THE SECRETARY, TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL,
TENDER BOX ON THE GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD,
PARKTOWN
CLOSING DATE & TIME: 28 JUNE 2016 AT 10:00
VALIDITY PERIOD: 90 Business Days

SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents <ul style="list-style-type: none"> • Letter of Good Standing (workman’s Compensation) • Bidder to register with the National Treasury Central Supplier Database
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> • Provide Brush Cutter Certificates • Vegetation Control Safety Plan • Vegetation Control Risk Assessment Plan • 100% Compliance to Specification (Clause by Clause Declaration)
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 80% <ul style="list-style-type: none"> • Quality Control Plan 30% • Work Program 30% • Technical Capacity/Resources 40%
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until 09 November 2016.

3 Disclosure of Prices Quoted

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

YES NO

4 Returnable Documents

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

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

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
- Provide Brush Cutter Certificates	
- Vegetation Control Safety Plan	
- Vegetation Control Risk Assessment Plan	
ANNEXURE C : Compliance to Specification (Clause by Clause Declaration)	

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

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Letter of Good Standing (Workman's Compensation)	
- Briefing Attendance Certificate	
ANNEXURE A – B-BBEE Preference Points Claim Form	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

RFQ SITE MEETING

A COMPULSORY BRIEFING SESSION WILL BE HELD AT THE FOLLOWING VENUE:

Venue: No.1 Anvil Road, Good Building, Isando, 6th Floor Boardroom

Time: 10:00 AM

Date: 24 JUNE 2016

The briefing session and site inspection meeting are compulsory and companies not attending **will be excluded** from the tendering process.

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

DATE :.....

.....

TENDERER'S REPRESENTATIVE

DATE :.....

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE BRIEFING SESSION **WILL** AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

SECTION 3 QUOTATION FORM

I/We _____
hereby offer to supply the 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 RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

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

Line Code	km	Ns1	Ns2	m2	per crossing	three (3) cuts/year
C02-L707	23.889	DELMAS	DRYDEN	6032		
C02-L707	25.139	DELMAS	DRYDEN	6032		
C02-L707	28.196	DELMAS	DRYDEN	6032		
C02-L707	33.904	DELMAS	DRYDEN	6032		
C02-L707	35.026	DRYDEN	ARGENT	6032		
C02-L707	39.842	DRYDEN	ARGENT	6032		
C02-L707	47.755	ARGENT	ARBOR	6032		
C02-L707	50.802	ARBOR	KENDAL	6032		
C02-L707	52.019	ARBOR	KENDAL	6032		
C02-L707	55.903	ARBOR	KENDAL	6032		
C02-L707	60.827	KENDAL	OGIES	6032		
C02-L707	62.362	KENDAL	OGIES	6032		
C02-L707	64.809	KENDAL	OGIES	6032		
C02-L772	12.23	LARGO	ENDICOTT	6032		
C02-L772	16.74	LARGO	ENDICOTT	6032		
C02-L772	19.75	LARGO	ENDICOTT	6032		
C02-L775	0.1	SPRINGS YARD	LOCO (DIESEL)	6032		
C02-L775	3.748	SPRINGS	PAYNEVILLE	6032		
C02-L775	5.372	SPRINGS	PAYNEVILLE	6032		
C02-L775	6.256	PAYNEVILLE	WELGEDAG	6032		

Respondent's Signature

Date & Company Stamp

Line Code	km	Ns1	Ns2	m2	per crossing	three (3) cuts/year
C02-L775	8.456	SPRINGS	WELGEDAG	6032		
C02-L782	26.405	ENDICOTT	TOEVLUG	6032		
C02-L782	29.45	TOEVLUG	DEVON	6032		
C02-L782	30.689	TOEVLUG	DEVON	6032		
C02-L782	33.152	TOEVLUG	DEVON	6032		
C02-L782	33.75	TOEVLUG	DEVON	6032		
C02-L782	38.15	TOEVLUG	DEVON	6032		
C02-L782	39.862	TOEVLUG	DEVON	6032		
C02-L782	43.048	DEVON	KELTY	6032		
C02-L782	45.848	DEVON	KELTY	6032		
C02-L782	47.62	DEVON	KELTY	6032		
C02-L782	49.57	DEVON	KELTY	6032		
C02-L782	53.025	KELTY	EENDRAG	6032		
C02-L782	54.45	KELTY	EENDRAG	6032		
C02-L782	56.15	EENDRAG	LESLIE	6032		
C02-L782	65.398	LESLIE	OBAN	6032		
C02-L782	66.148	LESLIE	OBAN	6032		
C02-L782	67.85	LESLIE	OBAN	6032		
C02-L782	70.985	OBAN	KINROSS	6032		
C02-L782	72.67	OBAN	KINROSS	6032		
C02-L782	75.65	OBAN	KINROSS	6032		
C02-L782	81.59	OBAN	KINROSS	6032		
C02-L782	86.005	KINROSS	LEVEN	6032		
C02-L782	86.65	KINROSS	LEVEN	6032		
C02-L782	91.038	LEVEN	TRICHARDT	6032		
C02-L782	91.5	LEVEN	TRICHARDT	6032		
C02-L782	93.35	LEVEN	TRICHARDT	6032		
C02-L785	8.078	WELGEDAG	SUNDRA	6032		
C02-L785	22.073	ELOFF	DELMAS	6032		
C02-L789	8.325	DELMAS	SILICA	6032		
C02-L789	9.402	SILICA	DELMAS	6032		
C02-L789	10.38	DELMAS	SILICA	6032		
C02-L789	12.095	SILICA	HAWERKLIP	6032		
C02-L789	12.302	SILICA	HAWERKLIP	6032		
C02-L789	12.79	SILICA	HAWERKLIP	6032		
C02-L789	13.75	SILICA	HAWERKLIP	6032		
C02-L789	17.095	SILICA	HAWERKLIP	6032		
C02-L789	17.652	SILICA	HAWERKLIP	6032		
C02-L789	18.209	SILICA	HAWERKLIP	6032		
C02-L789	19.25	SILICA	HAWERKLIP	6032		
C02-L789	21.305	SILICA	HAWERKLIP	6032		
C02-L789	21.623	SILICA	HAWERKLIP	6032		
C02-L7SA	0.985	SENTRARAND	OORSTAAN	6032		
C02-L7XN	11.06	MODREA	GEDULD	6032		
C02-L7XN	12.415	GEDULD	WELGEDAG	6032		
C02-L7XN	14.65	GEDULD	WELGEDAG	6032		
C02-L7YG	6.773	OLIFANTSFONTEIN	MARIESHOOP	6032		
C02-L7YG	6.935	OAKMOOR	MARIESHOOP	6032		
C02-L7YG	23.278	BRONKHORSTFONTEIN	SENTRAAL	6032		
C02-L7YG	24.932	BRONKHORSTFONTEIN	SENTRAAL	6032		

Respondent's Signature

Date & Company Stamp

Line Code	km	Ns1	Ns2	m2	per crossing	three (3) cuts/year
C02-L7YJ	9.426	BRONKHORSTSPRUIT	AVONDRUST	6032		
C02-L7YJ	15.368	BRONKHORSTFONTEIN	AVONDSRUST	6032		
C02-L7YM	52.98	KATBOSFONTEIN	ZESFONTEIN	6032		
C02-L7YR	39.775	WELGEDAG	SLIMESDAM	6032		
C02-L7YW	60.195	LUD	DONKERHOEK	6032		
C02-L7SA	12X	SENTRARAND YARD	SENTRARAND YARD	9600		
C02-L7SA	8X	WELGEDACHT YARD	WELGEDACHT YARD	6400		
				468400		
				Grand Total for a year		

Delivery Lead-Time from date of purchase order : _____ **[days/weeks]**

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet's website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Respondent's Signature

Date & Company Stamp

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

Respondent's Signature

Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE PROVISION OF
VEGETATION CONTROL ON LEVEL CROSSING
FOR A PERIOD OF 12 MONTHS**

ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the

2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.5 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 transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned 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.
- 4.8 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.
- 4.9 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.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 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.
- 4.12 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.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety
 - Close Corporations
 - Company (Pty) Ltd
- (v) Describe Principal Business Activities
.....
.....
.
- (vi) Company Classification [TICK APPLICABLE BOX]
 - Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

ANNEXURE A : SPECIFICATION

CONTENTS

TITLE

- 1. SCOPE OF WORK**
- 2. DEFINITIONS**
- 3. SUFFICIENCY OF TENDER**
- 4. COMPLIANCE WITH STATUTES**
- 5. GENERAL**
- 6. TO BE PROVIDED BY THE CONTRACTOR**
- 7. SCHEDULE OF QUANTITIES AND PRICES**
- 8. EVALUATION OF TENDERS**
- 9. SITE MEETINGS**
- 10. INFORMATION TO BE PROVIDED WITH TENDER**
- 11. METHOD OF VEGETATION CONTROL**
- 12. STANDARDS OR WORKMANSHIP**
- 13. PROGRAMME OF WORK**
- 14. PERFORMANCE MONITORING AND EVALUATION**
- 15. REMEDIAL WORK**
- 16. DAMAGE TO FAUNA AND FLORA**
- 17. SAFETY**
- 18. MEASUREMENT AND PAYMENT**
- 19. PENALTIES FOR LATE COMPLETION**
- 20. GUARANTEES**
- 21. SITE BOOKS**

1. SCOPE OF WORK

- 1.1 This contract covers the control of vegetation at level crossings, including noxious weeds, trees, bushes, shrubs etc., by Mechanical methods.
- 1.2 The essence of the contract is that Transnet freight rail requires clear visibility at level crossings through the control of living vegetation and the management of dead remains, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obscure, hinder or interfere with operational activities, or have the potential to damage equipment or facilities.
- 1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet freight rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his tender.
- 1.4 The Contractor must obtain his own information regarding the extent, occurrence and the species of the vegetation over the work area. He must also determine the best method to control the vegetation.
- 1.5 The use of sub-contractors shall not be permitted for the duration of this contract.

2. DEFINITIONS

2.1. Control

Control is achieved when all existing or potential growth of vegetation is cut to a maximum height of 150mm.

- The constituent parts of all plants occurring within the area of treatment cease to exceed 150mm in height.
- The constituent parts of all plants (dead or alive) cease to exceed 150mm in height for the total duration of the contract.
- There are not dead or dry remains of any vegetation within the treated area, which may constitute a hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

2.2. Clean level crossing

The successful control of vegetation at a railway level crossing, giving motorists a clear vision of at least 377 meters to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign. See attached sketch.

Level Crossings where control is required may be irregular in shape and will normally be measured per crossing as per sketch.

For inspection and payment purposes, any growth taller than 150mm in any one of the four quadrants of a level crossing shall result in that level crossing being rejected in its entirety.

2.3. Declared weeds

Declared weeds means noxious plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, as listed in Government Gazette No. 9238, or amendments thereto.

3. SUFFICIENCY OF TENDER

- 3.1. A site Inspection Certificate (E4A) signed by the Technical Officer or his deputy, must be submitted with the tender and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

4. GENERAL

Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible.

5. TO BE PROVIDED BY THE CONTRACTOR

- 5.1 In addition to all labour materials, plant equipment and incidentals needed to complete the work; the Contractor shall provide all accommodation and toilet facilities for his employees.
- 5.2 The Contractor shall provide at his own cost any security measures he may deem necessary for safe and effective execution of the work within the contract area.

6. SCHEDULE OF QUANTITIES AND PRICES

- 6.1 The Schedule of Quantities depicts the km points of each level crossing per line code. The Contractor shall submit with his tender a complete and detailed priced schedule (prepared in ink) for each crossing.
- 6.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

7. EVALUATION OF TENDERS

- 7.1 "Time value of money" methodology and principles will be used in evaluation of tenders.
- 7.2 Tenderers may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Contractor propose to use, programs and Transnet freight rail resources for the Contract, will be considered during evaluation of tenders.

8. SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Project Manager or his Technical Officer. When sub-contractors are required to attend, the Contractor shall ensure he/she informs the project manager and induction is conducted.

9. INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

- 9.1 Full description of the plant and methods of control to be used by him for all aspects of the work required ensuring performance as specified.
- 9.2 Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet freight rail.
- 9.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- 9.4 The Schedule of Quantities and Prices must be completed in full.

10. METHOD OF VEGETATION CONTROL

- 10.1 The Contractor's method and program shall provide rapid and effective control at all level crossings.
- 10.2 The Contractor is to ensure that there be no plants or any means of vegetation higher than 150mm at any of the level crossings from the commencement and through the entire duration of the contract.
- 10.3 Burning will not be allowed under any circumstances as a means of control. The making of fires on site is also strictly prohibited.

11. STANDARDS OR WORKMANSHIP

- 11.1 Standard of vegetation control for individual level crossings.

Vegetation control shall be such that there be no dry or dead remains of vegetation within the level crossing greater than 150mm in height that it constitutes a hazard, hindrance or danger to Transnet freight rail operations.

12. PROGRAMME OF WORK

- 12.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 2 week from the date of notification by Transnet freight rail of the acceptance of this Tender.
- 12.2 The particulars to be provided in respect of the Contractor's vegetation control program shall include but not be limited to the following:
- 12.3 The program shall be based on the quantities and number of level crossings in the Schedule of Quantities and Prices.

13. PERFORMANCE MONITORING AND EVALUATION

- 13.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

13.2 The Technical Officer shall at any time during the application period's carry out routine inspection of the Contractor's performance methods and procedures.

13.3 The Technical Officer will inform the Contractor in advance of the schedule of payment inspections and will arrange the transport such that adequate space and time is available for the purpose of the inspection.

The payment inspections shall be performed visually and the Contractor shall be present or forfeit his right to dispute the measurements and evaluation of the Technical Officer.

13.4 The rejection of level crossings that do not comply with the standard of control for individual level crossings will be final and valid for that inspection.

The rejection by the Technical Officer of work performance may be contested by the Contractor only at the time and place of rejection.

The rejection of a level crossing at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

14. REMEDIAL WORK

14.1 The Contractor shall carry out remedial work to all level crossings where control has not been achieved, prior to the official inspections. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet freight rail operations

14.2 The Technical Officer may, at any time after the inspection, order the Contractor to carry out remedial action within 1 week after being so ordered, failing which the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

15. DAMAGE TO FAUNA AND FLORA

15.1 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

15.2 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet property or as part of Transnet refuse.

- 15.3 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his work with the utmost care and responsibility.

16. TERMS

Vegetation control is from the commencement of the contract through to the end of the contract

17. SAFETY

- 17.1 The Contractor shall ensure that all his staff are adequately trained in their duties and are made aware of any dangers. The Contractor shall take all necessary precautionary measures to ensure the safety of his staff.

- 17.2 Any injury to Contractor staff is the responsibility of the Contractor. Staff members shall be trained in the necessary procedures and to assist in the event of injury.

- 17.3 The Contractor and his personnel shall at all times wear reflective vests (similar to those used by Transnet Freight Rail) while working on Transnet Freight Rail premises or in any rail reserve according to Transnet Freight Rail's:

"Directive and procedures for issuing and wearing of reflective vests within service delivery zones" (Document Ref. No. CIR / OD / 0261 of 1 November 2004) and the reflective vests will be supplied by the Contractor during the course of this contract to his personnel.

18. MEASUREMENT AND PAYMENT

- 18.1 Payment will be based on the number of level crossings treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause 2.2 and 12.1

- 18.2 No payment will be made for rejected level crossings where control achieved does not meet the standards of control specified.

19. PENALTIES FOR LATE COMPLETION

The provisions pertaining to "penalties for late completion" stipulated in clause 20 in the Transnet 287 (general conditions) shall be R1000,00 per day.

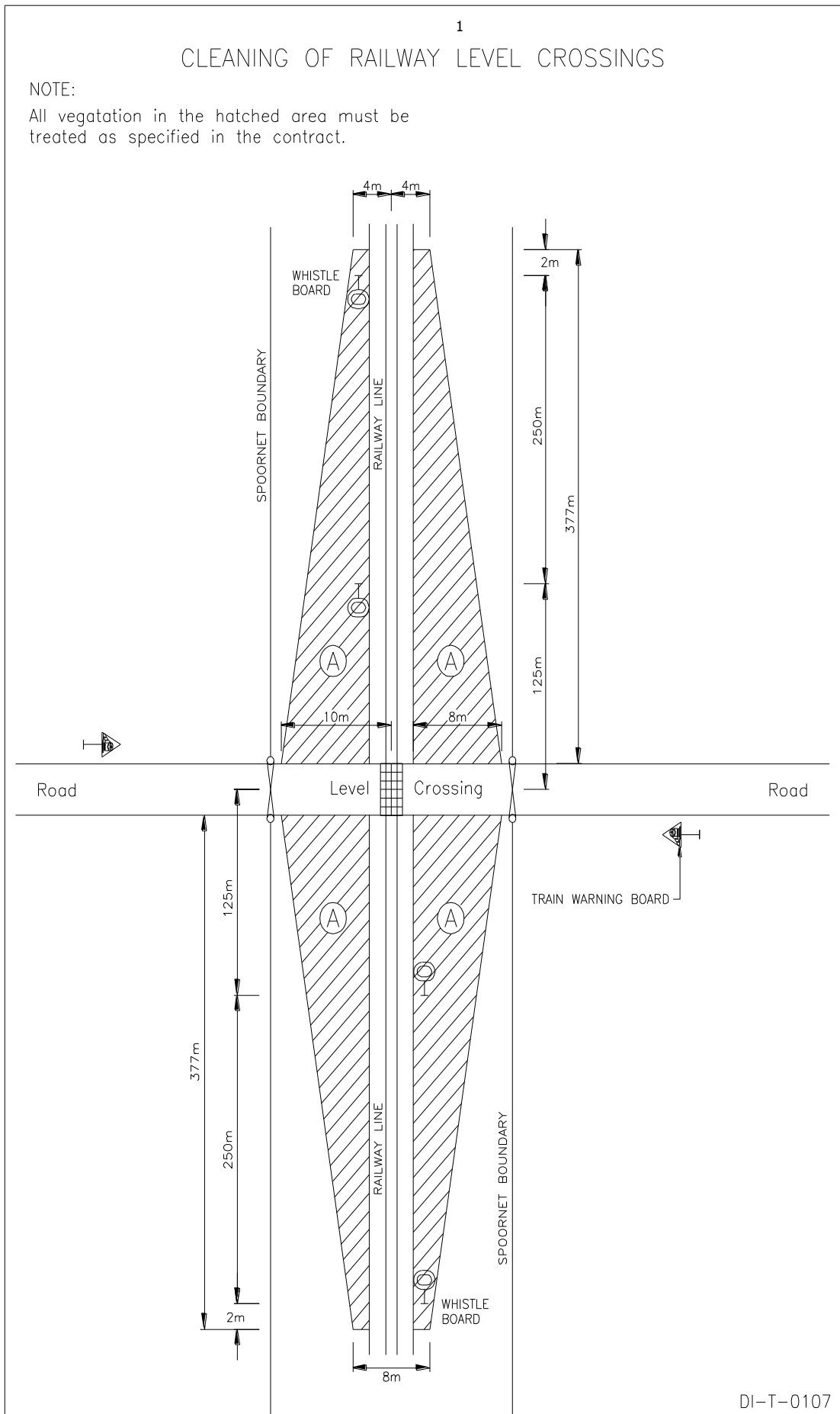
20. GUARANTEES

The security referred to in clause 22 in the Transnet 287 (general conditions) shall not apply to this contract.

21. SITE BOOKS

The contractor shall provide a site instruction book and a site diary and must be kept on site as directed by the Project Manager for the duration of the contract.

Sketch 1



Respondent's Signature

Date & Company Stamp

**ANNEXURE C: COMPLIANCE TO SPECIFICATION (CLAUSE BY CLAUSE COMPLIANCE
 DECLARATION FORM)**

**VEGETATION CONTROL ON LEVEL CROSSING
 FOR A PERIOD OF 12 MONTHS**

The compliance response is to contain ONLY the following statements, "Comply" or "Do not comply".

FAILURE TO COMPLETE THIS FORM WILL AUTOMATICALLY WILL RESULT IN YOUR OFFER BEING DISQUALIFIED.

Clause	Comply or Do not comply	Reason for Deviation
1.1		
1.2		
1.3		
1.4		
1.5		
2.1		
2.2		
2.3		
3.1		
4		
5.1		
5.2		
6.1		
6.2		
7.1		
7.2		
8		
9.1		
9.2		
9.3		
9.4		
10.1		
10.2		
10.3		
11.1		
12.1		
12.2		
12.3		
13.1		
13.2		
13.3		
13.4		

 Respondent's Signature

 Date & Company Stamp

14.1		
14.2		
15.1		
15.2		
15.3		
16		
17.1		
17.2		
17.3		
18.1		
18.2		
19		
20		
21		

Respondent's Signature

Date & Company Stamp