



**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No: ERAC-FDT-MM71-23170**

**RFQ FOR THE PROVISION OF GRASS CUTTING, VEGETATION CONTROL, TREE FELLING AND STUMP APPLICATION ON RAILWAY RESERVE ON BRANCH LINES AT ERMELO-DISTRICT**

**BRIEFING SESSION DATE: 24 JANUARY 2017**  
**VENUE: TRANSNET – INFRA BUILDING**  
**22 INDUSTRY ROAD**  
**ERMELO**  
**TIME: 10:30**

**FOR DIRECTIONS CONTACT PERSON: STHEMBELE NCOBENI ON 083 385 1060**

**ISSUE DATE: 18 JANUARY 2017**  
**CLOSING DATE: 31 JANUARY 2017**  
**CLOSING TIME: 10:00**  
**VALIDITY DATE: 30 APRIL 2017**

**Section 1**  
**NOTICE TO BIDDERS**

**1 Invitation to bid**

<b>DESCRIPTION</b>	RFQ FOR THE PROVISION OF GRASS CUTTING, VEGETATION CONTROL, TREE FELLING AND STUMP APPLICATION ON RAILWAY RESERVE ON BRANCH LINES AT ERMELO-DISTRICT												
<b>BID FEE AND BANKING DETAILS</b>	<p>A Bid fee of <b>R250</b> [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail Tender Office.</p> <p>Payment is to be made as follows:</p> <table style="margin-left: 40px;"> <tr> <td>Account Name</td> <td>:</td> <td>Transnet Freight Rail</td> </tr> <tr> <td>Account</td> <td>:</td> <td>Standard Bank</td> </tr> <tr> <td>Account number</td> <td>:</td> <td>203158598</td> </tr> <tr> <td>Branch code</td> <td>:</td> <td>004805</td> </tr> </table> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the Tender document and submitted thereafter with your Quotation.</p>	Account Name	:	Transnet Freight Rail	Account	:	Standard Bank	Account number	:	203158598	Branch code	:	004805
Account Name	:	Transnet Freight Rail											
Account	:	Standard Bank											
Account number	:	203158598											
Branch code	:	004805											
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; <a href="http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx">http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</a> or may also be downloaded directly from the National Treasury eTender Publication Portal free of charge. <a href="http://www.etenders.gov.za/content/tender-documents">www.etenders.gov.za/content/tender-documents</a></p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between <b>09:00</b> and <b>15:00</b> from <b>18 January 2017</b> until <b>23 January 2017</b>.</p> <p>This RFQ may be collected from the following address: <b>Transnet Freight Rail Tender Advice Centre, Ground Floor, Nzasm Building, Room G16, Corner of Paul Kruger and Minaar Street Pretoria, 0001</b></p>												
<b>COMPULSORY BRIEFING SESSION</b>	<p>A compulsory briefing session will be conducted on <b>Tuesday, 24 January 2017, 10H30</b> at Transnet Freight Rail, <b>Transnet – Infra Building, 22 Industry Road at Ermelo and then proceed for site viewing</b></p> <p>[Respondents to provide own transportation and accommodation]. The briefing session will start punctually at 10H00 and information will not be repeated for the benefit of Respondents arriving late.</p> <p><b>Contact Person for technical and directions enquiries: Sthembele Ncobeni on 083 385 1060</b></p> <p>A Certificate of Attendance in the form set out in Section 9 hereto must be completed and submitted with your Quotation as proof of attendance is required for a Compulsory RFQ briefing.</p> <p>Respondents failing to attend the compulsory RFQ briefing will be disqualified</p> <p><b>Respondents Are Required To Bring Along Safety Boots And Reflective Vest As Will Proceed For A Site Visit After The Briefing Session</b></p>												

<b>CLOSING DATE</b>	<p><b>10:00 on Tuesday, 31 January 2017</b>  This tender shall close punctually at the following address:  <b>The Chairperson, Transnet Freight Rail</b>  <b>Tender Advice Centre, Ground Floor, Tender Box in the foyer</b>  <b>Nzasm Building, Corner of Paul Kruger and Minaar Street</b>  <b>Pretoria, 0001</b></p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
<b>VALIDITY PERIOD</b>	<p><b>End of validity period: 30 April 2017</b>  Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
<b>SPECIAL CONDITIONS</b>	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by <b>23 January 2017</b> by sending an email with their contact details to the following address: :  <a href="mailto:Gloria.Nhlapo@transnet.net">Gloria.Nhlapo@transnet.net</a>  <a href="mailto:Dudu.Mkwebane@transnet.net">Dudu.Mkwebane@transnet.net</a> This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p><b>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</b></p>

## 2 Responses to RFQ

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

## 3 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As explained in more detail in the B-BBEE Claim Form (Annexure A), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

Respondents are required to complete Section 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI – (Refer Annexure A – Item 5.2 – 5.4)

QSEs and EME's that are at least 51% Black owned or higher are only required **to submit 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.

**Note: Failure to submit sworn affidavit or certified copy of proof of the Respondent's compliance with the B-BBEE requirements stipulated in Annexure A of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.**

#### **4 Communication**

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Telephone            012 315 4124                      Email:    [Gloria.Nhlapo@transnet.net](mailto:Gloria.Nhlapo@transnet.net)

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Name:                Matete Madisha                      Email:    [Matete.Madisha@transnet.net](mailto:Matete.Madisha@transnet.net)  
Telephone:            012 315 2268

#### **5 Legal Compliance**

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations. A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

#### **6 Changes to Quotations**

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

#### **7 Pricing**

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

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

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

#### **9 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.

## 10 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;
- make no award at all;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

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 and/or place the Respondent on Transnet's list of Restricted Suppliers.

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

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.

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

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

## 11. SCOPE OF REQUIREMENTS

11.1. This document covers the technical specifications for projects as described in Part B of the Special Conditions and Specifications. The Respondent shall supply supervision and adequate resources to execute the projects, as provided by Transnet Freight Rail under this contract, within the required time frames. This contract consists of the clearing of all grass/shrubs/ trees within 20 m wide on either sides of the railway-line from the toe of the ballast formation up to the rail reserve fencing as per PART C on the branch lines on the Ermelo district. This covers the cutting of vegetation, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

Failure to comply with the minimum performance proposed by the Respondent in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract. The Respondent must obtain his/her own information regarding the extent, occurrence, and the species of the vegetation over the work area. He/she must also determine the best method to cut the vegetation.

11.1.1 The Respondent Will Provide The Following For The Duration Of The Contract And Allowance Must Be Made For This In Tendered Rates:

11.1..2. Experienced Contracts Manager, Site Agents, supervisors and support personnel responsible for the following towards Transnet Freight Rail:

11.1.3 Daily management and administration of all projects, Respondent's teams and employees used in the execution of this contract

11.1.4 If required by Transnet Freight Rail, do detailed evaluations of workplaces, identified by them confirming workloads and material requirements provided by them.

11.1.5. In conjunction with Transnet Freight Rail, do proper planning and programming for each project

11.1.6 Overall quality control and supervision of teams as well as daily communication, feedback and liaison with Transnet Freight Rail supervisors.

11.1.7 In-task training of all personnel. (In accordance with Transnet Freight Rail requirements)

11.1.8 Problem solving and assistance to eliminate rework and failures.

11.1.9 Enforce required and applicable procedures and specifications in-task.

11.1.10 Provision of statistics of productions, failures, affectivity, materials used, etc. with monthly claims for Transnet Freight Rail's approval.

11.1.11 Attend weekly and all other liaison meetings required by the Project Manager.

11.1.12 Responsible for Safety and safety meetings with Safety representatives.

11.1.13 Assist the Project Manager or his/her representative where and when required.

**11.2. AREA COVERED IN THIS CONTRACT:**

The area covered in this contract is in the Ermelo district of Transnet Freight Rail.

**11.3. DURATION OF THIS CONTRACT:**

The duration of the Contract will be (4) four months.

Transnet Freight Rail will have the right to cancel the contract at any time and will give the Respondent one month's notice in doing so.

**11.4. PROJECT MANAGER:**

For the purpose of this contract Project Manager means the Depot Engineer, Transnet Freight Rail, Ermelo or any other person lawfully acting in that capacity.

**11.5. PRICE ADJUSTMENT FACTOR:**

The price adjustment factor will not apply.

**11.6. INSURANCE OF WORKS:**

Transnet Freight Rail will allow for cover required for work execution & other related insurances to be taken by the Respondent.

**11.7. COMPLIANCE WITH STATUTES AND SAFETY RULES**

The Respondent shall comply with all applicable legislation and the Transnet safety rules, which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the contract.

The Respondent shall in particular comply with the following Acts including but **not restricted** to:

- i Machinery and Occupational Safety ACT 1993 (ACT 85 OF 1993)
- ii. The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended
- iii. The Hazardous Substance Act (Act 15 of 1973)
- iv. The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) where applicable.
- v. SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste."
- vi. The Environmental Conservation Act (Act 73 of 1989).
- vii. The Occupational Health and Safety Act (Act 85 of 1993 as amended).
- viii. The compensation for Occupational Injuries and Diseases Act, No 130 of 1993
- ix. National Forest and Fire Act 101 of 1998

The Respondent or his authorised representative shall be a registered Pest Control Operator, specialising in the field of weed control and registered in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended. **A Registered Pest Control Officer, Registered In The Field Of Industrial Weed Control, Shall Be In Direct Control Of The Any Chemical Application On Site.**

Proof of certificate of registration is to be submitted with the tender documents

**11.8. SAFETY AND PROTECTION OF WORKPLACES:****Where required the Respondent shall supply and adhere to the following:-**

The Respondent's shall ensure that all his employees are equipped with neat and good quality protective clothing & reflecting vests which shall be worn at all times while executing work. No red clothing will be tolerated.

- i. where and when required protection of workplaces will be done in accordance with the latest guidelines and circulars approved by Transnet Freight Rail.
- ii. Application for occupations of track, required during the execution of the projects, must be motivated and applied for through the Transnet Freight Rail Supervisor, at least one month prior to the required date.
- iii. The Respondent shall supply a trained person within the occupied works area to look out for trains and warn the workers by means of an audible device with a pitch higher than the noise of machines.
- iv. The Respondent must make allowance for all workers and supervisors to undergo the safety and electrical awareness courses supplied and funded by Transnet Freight Rail.
- v. The duration is approximately one day.
- vi. The Respondent's staff shall comply with instructions issued by the Project Manager or his representative regarding safety.

**11.09. VALUE-ADDED TAX:**

Value-added tax in terms of the value-added tax Act no. 89 of 1991 shall not be included in the tendered rates. Provision is made in the Schedule of Quantities/Summary of prices for the lump sum addition of value-added tax.

**11.10. WORK PERFORMED**

- i. Payment will only be made of a claim for completed and accepted work.
- ii. Deductions will be made from next claim for re-work.
- iii. Monthly measurements will be done from the 16<sup>th</sup> of a month to the 15<sup>th</sup> of the following month.
- iv. Before any project is started, agreement will be reached between the Respondent and the Project Manager on works methods, planning and what production against which items in the Schedule of Quantities and Prices will be done.
- v. If the Project Manager did not issue a written instruction, no payment for additional work or alteration.
- vi. When the programmed daily productions of any project team are disrupted by stoppages, abnormal delays or as result of a change of work to be performed, thus not achieving daily production targets as accepted when tendering, work for the rest of the day will be paid for on day works rates.

**11.11 SCHEDULE OF QUANTITIES/SUMMARY OF PRICES:**

The quantities in the Schedule of Quantities/Summary of Prices are estimated and may be more or less than stated. The Respondent shall submit with this RFQ a complete and detailed priced schedule for the works. All work covered by the schedule or any other work instructed by the Project Manager shall be measured and paid for in accordance with the completed schedule.



**11.12. DISCREPANCY IN DOCUMENT:**

In the event of any discrepancies or inconsistency between other prescribed specifications & circulars, this specification shall prevail.

**11.13. OVERTIME/SUNDAY TIME:**

This may only be worked on written instruction of the Project Manager. Overtime may be claimed for work done in excess of 9 hours per day. Overtime rates to be included in Schedule of Quantities.

**11.14. PENALTIES:**

Defective work resulting from negligence will be rectified at the Respondent's expense. (Including material). The contract may be terminated if the Respondent cannot uphold minimum required production rates and standard of workmanship. Should the Respondent damage cables, the Respondent will be responsible for repair costs in conjunction with the penalty for train delays in terms of BBD8210 Version 1.

**11.15. NORMAL WORKING HOURS:**

Normal working days will be Mondays to Fridays between 07h00 and 16h30 with a half hour break for lunch. The Respondent shall observe the normal working hours of duty applicable to Transnet Freight Rail's perway staff.

In cases of emergencies or derailments Transnet Freight Rail reserves the right to change the above mentioned working hours, at no additional cost except for shift- allowances that will be paid.

**11.16. ACCOMMODATION:**

The Respondent shall supply all accommodation for his employees. No housing will be allowed on Transnet Freight Rail property.

**11.17. CO-OPERATION WITH OTHER PARTIES:**

Departments of Transnet and other Respondents will be working in the confines of the work sites described in this document and in the general area surrounding it during the course of the contract. The work being undertaken will include, but is not restricted to the projects described under this Agreement. The Respondent shall make reasonable allowance in all tendered rates for the necessity to interface with the activities of other Respondents and Transnet and to allow for access at all times for use by other parties unless otherwise agreed by the Project Manager.

**11.18. TO BE SUPPLIED BY THE RESPONDENT:**

- i. All facilities and personnel as required under Item 11.1.
- ii. The Respondent is responsible to supply his own equipment, transport and minimum of 8 labourers, as well as all other equipment to be used on site. The Respondent is responsible to use protective clothing and adhere to the safety rules and regulations of Act 85.
- iii. Fully equipped and maintained workshop for maintenance of vehicles and small plant. Transnet Freight Rail reserves the right to make use of these facility, if the need arise, to maintain its vehicles or small plant at rates offered in the schedule of quantities and prices.
- iv. All accommodation for his staff.

v. Provision of site books per team: **(Triplicate book with duplication paper)** One Site Instruction book for recording of site instructions issued by the Project Manager. One Daily Diary book which will be kept updated daily with information of all available resources, productions, delays, etc. and signed by both the Respondent's and the Project Manager's representatives at the end of each day. These records will assist with monthly measurements and payments.

vii. The Respondent shall supply and distribute fuel for all vehicle, plant, small plant and machinery used in the execution of the projects.

viii. All communication required by Radios and / or cellular telephones for communication.

**11.19. SUPPLY OF MATERIAL.**

The Respondent will supply all materials required in the execution of work.

The Respondent will be responsible for the transportation of all material to the worksite and the safeguard of all material on site.

The Respondent will be responsible for the loading/off-loading of released material and the transportation thereof to a location as indicated by the Project Manager.

**11.20. FIRE HAZARD:**

The Respondent shall take all the necessary precautionary measures to prevent sparks from starting fires. Sufficient valid fire extinguishers must be provided by the Respondent to assist with the extinguishing of fires.

**11.21. QUALITY CONTROL:**

All work performed by the Respondent will be inspected and evaluated for quality of work in accordance with specified specifications.

The Respondent shall leave all workplaces neat and tidy.

**11.22. TYPES OF MACHINES REQUIRED:**

The Respondent will provide all transport, tools, plant and equipment required for the proper and safe execution of the work. Failure in this regard shall not be tolerated.

**11.23. COMPETENCE OF THE RESPONDENT**

Transnet Freight Rail will assume that the Respondent is a competent, professional body, updated with all the relevant rules, instructions and working methods and procedures to execute the works. Therefore all rework due to the lack of knowledge or expertise will be for the Respondent's account.

**11.24. STANDING TIME:**

Standing time will be paid for affected resources in the event of production losses as a result of instructions by the Project Manager, delays resulting from train requirements, etc.

**11.25. TOLERANCES**

All work shall comply with the standards laid down in the latest edition of the supporting specifications referred to in this Agreement.

**11.26. HANDING OVER OF WORKPLACES**

Handing over of workplaces will be done on satisfactory completion of the work and after the removal of all released and surplus material where applicable.

Handing over inspections will be convened on an ad-hoc bases as required.

**11.27. BREACH OF CONTRACT**

**The following will be considered as breach of contract and could lead to the termination of the contract.**

Work that is not done in accordance with the specified standards, time and conditions as set out in the contract documents or related specifications or guidelines.

Violation of any Safety regulation or instruction of which the Respondent, his employees or sub-Respondents should reasonably been aware of.

Violation of any statute of the Republic of South Africa is applicable to this contract.

If the Respondent or any of his personnel or sub-Respondents is convicted of a criminal offence within the contract period.

When the attendance or turnover of personnel and supervisors is of such a nature that the required productions, and quality of work cannot be achieved.

Mal payment of Respondent's employees or sub-Respondents.

**11.28. MINIMUM LABOUR RATES FOR THE REGION**

The minimum hourly rates paid to labourers, helpers or track workers shall be based on guidelines provided for the Civil Engineering Sector (S.A). Any deviation from this will not be tolerated and action will be regarded as a breach of contract.

**11.29. DAYWORKS**

The Project Manager may order that any additional or substituted work be executed on a day work basis. For work so ordered and executed, the Respondent shall be paid in terms of the conditions set out in the day work schedules and at the rates and prices quoted by him in his tender. No work is to be carried out as a charge to day work without written authority from the Manager.

**11.30. INTERPRETATIONS**

Tenderers are invited to tender for each of the following sections of lines separately and tenderers can tender for any **one** section of line **or** any **two** sections of lines **or** for all **three** sections of lines as follows :

- i. **Buhrmanskop --- Lothair** (See Part C(1) of Schedule of quantities prices);
- ii. **Bethal – Dalo** (See Part C (2) of Schedule of quantities and prices);
- iii. **Broodsnversplaas—Middleburg Mine** (See Part C (3) of Schedule of quantities and prices);

### **11.31. DESCRIPTION OF THE PROCESS**

**11.31.1.** Grass/shrubs/trees should be cut less than (20 mm) twenty millimeters above ground

Level as per described distance on **PART C and** 20m wide on either sides of the railway-line from the toe of the ballast formation up to the rail reserve fencing. This is a vegetation control by means of grass cutting/felling contract and **no other method** like the burning of grass/firebreaks or by means of treating the grass/with chemical herbicides will be allowed. **ONLY STUMP APPLICATION WILL BE ALLOWED**

**11.31.2.** All dead materials from grass/shrubs/trees must be removed from site. The Respondent will not be allowed to obstruct the Transnet service road with the materials or cause any potential fire hazard by stacking flammable material within one meter of the fencing of sub-stations/relay rooms/tie stations or stacking of such material within one meter of the boundary fence or dead material block drains.

### **11.31.3 THE SITE**

Branch-line railway reserve to be cleared will be at the following meter (M) distances as per attached lists.

The total working area of branch-line railway reserve will be measured in (1000m x 20m) for inspection and payment purposes.

Access to the site will be via the Transnet service roads. The key for gates in the service road (where applicable) can be obtained from the Project Manager, but it must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.

No Transnet property like sleepers, rails, fencing, cables and ballast stone are to be removed from the site. The repairs for any damages to the Transnet fencing/railway lines, Eskom power lines and Telkom will be for the Respondents account. The repair of damage should be arranged to be completed within one day. Alternatively these costs will be deducted from the tendered amount, and Transnet will arrange for the repair of the damage.

### **11.32. PROGRAM FOR THE EXECUTION OF THE WORK**

It will be expected of the Respondent to inform the Project Manager about his daily activities by means of a daily site diary handed in on a Monday for the previous weeks activities This information is required in order to inform the Train personnel of activities adjacent to railway lines and are important for the safety of the Respondent and his personnel.

### **11.33. SAFETY**

The Respondent is reminded that working adjacent to railway lines is hazardous and has to be treated as such. Open fires are not allowed on site. Any fires that may occur should be distinguished immediately at own costs. Any claims due to fire caused by Respondent will be for his account.

The Respondent is responsible to arrange for a sentinel who must be on constant lookout for trains and motor vehicles in both directions. When a train is approaching the sentinel must blow a whistle and make sure that no workers are on or near the railway line.

#### **11.34. INSURANCE OF WORK**

The Respondent shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the works.

The Respondent shall, in his interests, obtain insurance of his own site establishment, materials, plant, equipment and tools of insurance of his motor vehicles and the common law liabilities of the Respondent as an employer.

#### **11.35. FINAL INSPECTION OF THE WORK**

Inspection of the work will be done within seven working days after the Respondent has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory, a Certificate of Completion will be issued and the Contract will be considered completed.

Working lots that do not comply with the conditions listed in paragraph 10 will be considered as rejected work quarter.

#### **11.36. MEASUREMENT AND PAYMENT**

A quarter that complies with the following standards of control will qualify for payment:

No growing shrubs/grass/trees will be allowed within a quarter as described in Clause

3.1. above and **any growth** exceeding the mentioned height of 20 millimetre will disqualified 20 000m<sup>2</sup>

All dead materials from trees/shrubs/grass have to be removed from the quarter (as

described in Clause 3.2 above). It will not be expected of the Respondent to remove the

dead materials from the site, but the Respondent will not be allowed to obstruct the Transnet service road with the materials.

**No payment** will be made unless an overall control of 95 % measured against the total:

working area is achieved. The percentage of control will be calculated with the

following formula:

% Control =  $\frac{\text{Total square meter} - \text{Rejected square meter}}{\text{Total square meter}}$

Total square meter

**11.37. MINIMUM CONTENTS FOR HEALTH AND SAFETY PLAN AND PLANTS AND EQUIPMENTS**

The Respondents tendering for this project shall take note of the following points when compiling the Health and Safety Plan and it must be submitted with the RFQ, if not submitted it will have negative impact in scoring.

Specification for works on, over, under or adjacent to railway lines and near high voltage equipment - **(BBD8210 Version 1** shall have part A and B of Health and safety Plan as outlined below.

**11.37.1. SHE Management Structure**

Work Supervisor (Construction Regulation 6)

Subordinate Work Supervisor (Construction Regulation 6)

Safety Officer (Construction Regulation 6(7)).

List of Respondents already appointed – List to be revised at least monthly

Health and Safety Representative (Section 17 of OHS Act).

**11.37.2. SHE Organisation**

Health and Safety Committee.

Composition.

Frequency of Meetings.

Minutes of meeting.

Legal Compliance Audits.

Audit Report.

Frequency of Audits.

Findings and Analysis.

Corrective Action.

**11.37.3. Risk Assessment/Management**

Task descriptions. (e. g. Spillage of herbicides)

Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.

Risk Assessment (Construction Regulation 7)

**11.37.4. Education and Training**

Induction training (Construction Regulation 7(9))

Site Specific Training.

Certificate of Competence.

**11.37.5. Emergency Planning – Evacuation plan**

Client procedure.

Site Procedure.

**11.37.6. Health and Safety Communications**

Safety/Toolbox talks.

Incident Recall.

### **11.37.7. Safe Working Procedures and Methods**

Method Statements.

Safe Operating Procedures.

Task/Job observations.

### **11.37.8. Personal Protective Equipment and Clothing**

PPE required after all other controls have been considered.

PPE proof of issue.

### **11.37.9. Project security**

Security risks identified.

Access control.

### **11.37.9. Environmental Management Plan**

**Note:** TFR will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project (e.g. Construction)

Control of Dust.

Noise Pollution Control.

Waste management.

Environmental Incident Management (Sect 28 NEMA and Sect 20 National Water Act).

Contamination of surface and underground water.

Soil Contamination.

Storm Water Drainage.

Environmental Clean-up and Rehabilitation.

### **11.37.10. Minimum Equipment/Plants' required for the purpose of this contract.**

Knapsack Sprayers

Van or 1 ton Truck

Safety boots, goggles, rubber gloves, respiratory mask, overalls for herbicide application

Brush cutters

Chainsaws

## **12. Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subRespondent(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

### 13. National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ Unique registration reference number: \_\_\_\_\_.

### 14. Tax Compliance

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

#### 14.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: \_\_\_\_\_

Tax Clearance Certificate & TCC Number: \_\_\_\_\_ and PIN: \_\_\_\_\_.

#### 14.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be



successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

#### **15. Protection of Personal Data**

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

**TIP-OFFS ANONYMOUS: 0800 003 056**

<p><b>RFQ FOR THE PROVISION OF GRASS CUTTING, VEGETATION CONTROL, TREE FELLING AND STUMP APPLICATION ON RAILWAY RESERVE ON BRANCH LINES AT ERMELO-DISTRICT</b></p> <p><b>CLOSING VENUE: TRANSNET FREIGHT RAIL, NZASM BUILDING, TENDER ADVICE CENTRE, GROUND FLOOR, TENDER BOX IN THE FOYER CORNER OF PAUL KRUGER AND MINNAAR STREET PRETORIA, 0001</b></p> <p><b>CLOSING DATE &amp; TIME: 31 JANUARY 2017 @10:00</b></p> <p><b>VALIDITY PERIOD: 30 APRIL 2017</b></p>
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## 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
<b>Administrative responsiveness</b>	<ul style="list-style-type: none"> <li>• Submission of Mandatory Documents / Schedules</li> <li>• Submission of Essential Documents / Schedules</li> </ul>
<b>Substantive responsiveness</b>	<p>Prequalification criteria, if any, must be met and</p> <ul style="list-style-type: none"> <li>• Pest Control Operator Certificate in terms of Act 36 of 1947 as amended (specialising in Industrial Weed Control)</li> <li>• Completed Clause by clause compliance to Specification – Section 8</li> <li>• Pricing Schedule submitted and all items on pricing schedule priced</li> <li>• Brush Cutter and Chainsaw Certificates</li> <li>• Signed Certificate of Attendance of Site Briefing – Section 7</li> </ul> <p><b>NB: (Failure to submit the above mentioned documents, tender will not be evaluated to the next stage)</b></p>
<b>Functionality Threshold</b>	<p>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 <b>80%</b>.</p> <ul style="list-style-type: none"> <li>• Complete Previous Experience in Industrial Weed Control under Item 6 (40%)</li> <li>• Health &amp; Safety Plan (30%) - Respondents must submit the minimum contents of Health &amp; Safety Plan as per specification – Item 11.37)</li> <li>• Technical Capacity, plant and Equipment (30%) - Respondents to provide list of all resources to be used for the project under Section 6</li> </ul>

<b>Final weighted evaluation based on 80/20</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>
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## 2 Validity Period

Transnet desires a validity period from the closing date of this RFQ.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until **30 April 2017**

## 3 Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

## 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:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>Submitted [Yes or No]</b>
<ul style="list-style-type: none"> <li>• SECTION 3 – Quotation Form (Pricing Schedule submitted and all items on pricing schedule priced)</li> </ul>	
<ul style="list-style-type: none"> <li>• Brush cutter and Chainsaw Certificates</li> </ul>	

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>Submitted [Yes or No]</b>
<ul style="list-style-type: none"> <li>Pest Control Operator Certificate in terms of Act 36 of 1947 as amended (specialising in Industrial Weed Control)</li> </ul>	
<ul style="list-style-type: none"> <li>SECTION 7 - Signed Certificate of Attendance of Site Briefing</li> </ul>	
<ul style="list-style-type: none"> <li>SECTION 8 - Complete Clause by clause compliance to Specification</li> </ul>	

b) **Essential Returnable Documents**

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

**Essential Returnable Documents required for evaluation purposes:**

***Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

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

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
<ul style="list-style-type: none"> <li>SECTION 2 : Evaluation criteria and list of returnable documents</li> </ul>	
<ul style="list-style-type: none"> <li>Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:</li> </ul>	
<ul style="list-style-type: none"> <li>In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement</li> </ul>	
<ul style="list-style-type: none"> <li>Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party</li> </ul>	
<ul style="list-style-type: none"> <li>SECTION 4: Certificate of Acquaintance with RFQ Documents</li> </ul>	
<ul style="list-style-type: none"> <li>SECTION 5: RFQ Declaration and Breach of Law Form</li> </ul>	
<ul style="list-style-type: none"> <li>SECTION 6: List of plant and Equipment relevant to project</li> </ul>	

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

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

<ul style="list-style-type: none"> <li>ANNEXURE A: B-BBEE Preference Claim Form</li> </ul>	
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OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	Submitted [Yes or No]
<ul style="list-style-type: none"> <li>Proof of experience with traceable reference – Item 6</li> </ul>	
<ul style="list-style-type: none"> <li>Submit Health and Safety Plan as per specification – Item 11.37</li> </ul>	

**5 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.

**SECTION 3**  
**QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT**

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

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

- the Standard 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.

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

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

## Price Schedule

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

### SECTION A: BUHRMANSKOP – LOTHAIR

ITEM NO	DESCRIPTION	AREA m <sup>2</sup>	RATE PER M <sup>2</sup>	TOTAL PRICE
1	Clearing of vegetation on branch line	2000 000		

### SECTION B: BETHAL – DALO

ITEM NO	DESCRIPTION	AREA m <sup>2</sup>	RATE PER M <sup>2</sup>	TOTAL PRICE
1	Clearing of vegetation on branch line	760 000		

### SECTION C: BROODSNYERSPLAAS – MIDDLEBURG MINE

ITEM NO	DESCRIPTION	AREA m <sup>2</sup>	RATE PER M <sup>2</sup>	TOTAL PRICE
1	Clearing of vegetation on branch line	520 000		

#### Summary of totals

SECTION A	
SECTION B	
SECTION C	
<b>SUB-TOTAL (EXCLUDING VAT)</b>	
<b>VAT 14%</b>	
<b>GRAND TOTAL INCLUDING VAT</b>	

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

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

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

(How long it will take to complete the project)

**Notes to Pricing:**

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

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Respondent's Signature

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Date & Company Stamp



**6. REFERENCES**

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels: Proof of experience on Industrial Vegetation Control

Company Name	Nature of work	Value of work	Contact Person	Contact details	Year Completed

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

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

**SECTION 4****CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet 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 in calculating tendered prices or any other purpose:**

1. Transnet's General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact*
4. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".
5. E4E – Safety Arrangements and Procedural Compliance (Act 85 of 1993) and applicable Regulations
6. BBD8210 Version 1 - Specification For Works On, Over, Under Or Adjacent To Railway Lines And Near High Voltage Equipment
<b>Respondents are to note that the documents marked with a "*" are available on request or at the Transnet website (<a href="http://www.transnet.net">www.transnet.net</a>). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents".</b>

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

<b>Transnet Operating Division [e.g. TFR, TE, etc.]</b>	<b>Vendor Number</b>	<b>Information still current [tick if applicable]</b>	<b>Information change [indicate detail of change/s &amp; attach appropriate proof]</b>

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

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 Respondent's Signature

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 Date & Company Stamp

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

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 5**

**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:

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 _____

**Section 6: SCHEDULE OF PLANT AND EQUIPMENT**

Schedule of major plant and equipment to be used in the execution of this agreement in terms of the Agreement Conditions and specifications. The respondent must state which plant is immediately available and which will be ordered for and plant to be acquired for.

**(i) Plant immediately available for work tendered for :**

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**(ii) Plant on order and which will be available for work tendered for :**

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**(iii) Plant to be acquired for the work tendered for :**

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**SECTION 7: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFQ BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the site meeting / RFQ briefing in respect of the proposed Services to be supplied in terms of this RFQ on \_\_\_\_\_20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**SECTION 8 – CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION**

The compliance response is to contain ONLY the following statements, **“Comply”, or “Does not comply”**.

**“Reasons/Comments”** is to be applied against statements and either of the other responses for other clauses.

Where “Do not comply” are applied, remarks as to the reason for the deviation from the requirement are required.

<b>Item no</b>	<b>Comply</b>	<b>Does not comply</b>	<b>Reasons/comments for non-compliance to project</b>
11.1. This document covers the technical specifications for projects as described in Part B of the Special Conditions and Specifications. The Respondent shall supply supervision and adequate resources to execute the projects, as provided by Transnet Freight Rail under this contract, within the required time frames. This contract consists of the clearing of all grass/shrubs/ trees within 20 m wide on either sides of the railway-line from the toe of the ballast formation up to the rail reserve fencing as per PART C on the branch lines on the Ermelo district. This covers the cutting of vegetation, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.			
Failure to comply with the minimum performance proposed by the Respondent in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract. The Respondent must obtain his/her own information regarding the extent, occurrence, and the species of the vegetation over the work area. He/she must also determine the best method to cut the vegetation			
11.1.1 The Respondent Will Provide The Following For The Duration Of The Contract And Allowance Must Be Made For This In Tendered Rates			
11.1..2. Experienced Contracts Manager, Site Agents, supervisors and support personnel responsible for the following towards Transnet Freight Rail:  11.1.3 Daily management and administration of all projects, Respondent’s teams and employees used in the execution of this contract.			

\_\_\_\_\_  
Respondent’s Signature

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



11.1.4 If required by Transnet Freight Rail, do detailed evaluations of workplaces, identified by them confirming workloads and material requirements provided by them.			
11.1.5. In conjunction with Transnet Freight Rail, do proper planning and programming for each project			
11.1.6 Overall quality control and supervision of teams as well as daily communication, feedback and liaison with Transnet Freight Rail supervisors.			
11.1.7 In-task training of all personnel. (In accordance with Transnet Freight Rail requirements).			
11.1.8 Problem solving and assistance to eliminate rework and failures.			
11.1.9 Enforce required and applicable procedures and specifications in-task.			
11.1.10 Provision of statistics of productions, failures, affectivity, materials used, etc. with monthly claims for Transnet Freight Rail's approval.			
11.1.11 Attend weekly and all other liaison meetings required by the Project Manager.			
11.1.12 Responsible for Safety and safety meetings with Safety representatives.			
11.1.13 Assist the Project Manager or his/her representative where and when required.			
<p><b>11.2.AREA COVERED IN THIS CONTRACT:</b></p> <p>The area covered in this contract is in the Ermelo district of Transnet Freight Rail.</p>			
<p><b>11.3. DURATION OF THIS CONTRACT:</b></p> <p>The duration of the Contract will be (4) four months.</p> <p>Transnet Freight Rail will have the right to cancel the contract at any time and will give the Respondent one month's notice in doing so.</p>			
<p><b>11.4. PROJECT MANAGER:</b></p> <p>For the purpose of this contract Project Manager means the Depot Engineer, Transnet Freight Rail, Ermelo or any</p>			

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

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

other person lawfully acting in that capacity.			
<p><b>11.5. PRICE ADJUSTMENT FACTOR:</b></p> <p>The price adjustment factor will not apply.</p>			
<p><b>11.6. INSURANCE OF WORKS:</b></p> <p>Transnet Freight Rail will allow for cover required for work execution &amp; other related insurances to be taken by the Respondent.</p>			
<p><b>11.7. COMPLIANCE WITH STATUETS AND SAFETY RULES</b></p> <p>The Respondent shall comply with all applicable legislation and the Transnet safety rules, which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the contract.</p> <p>The Respondent shall in particular comply with the following Acts including but <b>not restricted</b> to:</p> <ul style="list-style-type: none"> <li>i. Machinery and Occupational Safety ACT 1993 (ACT 85 OF 1993)</li> <li>ii. The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.</li> <li>iii. The Hazardous Substance Act (Act 15 of 1973)</li> <li>iv. The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) where applicable.</li> <li>v. SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste."</li> <li>vi. The Environmental Conservation Act (Act 73 of 1989).</li> <li>vii. The Occupational Health and Safety Act (Act 85 of 1993 as amended).</li> <li>viii. The compensation for Occupational Injuries and Diseases Act, No 130 of 1993</li> <li>ix. National Forest and Fire Act 101 of 1998</li> </ul> <p>The Respondent or his authorised representative shall be a registered Pest Control Operator, specialising in the field of weed control and registered in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended. <b>A Registered Pest Control Officer, Registered In The Field Of</b></p>			

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<p><b>Industrial Weed Control, Shall Be In Direct Control Of The Any Chemical Application On Site.</b> Proof of certificate of registration is to be submitted with the tender documents</p>			
<p><b>11.8.SAFETY AND PROTECTION OF WORKPLACES:</b></p> <p><b>Where required the Respondent shall supply and adhere to the following:-</b></p> <p>i.The Respondent's shall ensure that all his employees are equipped with neat and good quality protective clothing &amp; reflecting vests which shall be worn at all times while executing work. No red clothing will be tolerated.</p> <p>ii. Where and when required protection of workplaces will be done in accordance with the latest guidelines and circulars approved by Transnet Freight Rail.</p> <p>iii.Application for occupations of track, required during the execution of the projects, must be motivated and applied for through the Transnet Freight Rail Supervisor, at least one month prior to the required date.</p> <p>iv. within the occupied works area to look out for trains and warn the workers by means of an audible device with a pitch higher than the noise of machines.</p> <p>v.The Respondent must make allowance for all workers and supervisors to undergo the safety and electrical awareness courses supplied and funded by Transnet Freight Rail. The duration is approximately one day.</p> <p>vi.Before any work is performed on or near the track the Respondent's staff shall obtain specific assurance from the person responsible for protection, that work may proceed.</p> <p>vii.The Respondent's staff shall comply with instructions issued by the Project Manager or his representative regarding safety.</p>			
<p><b>11.09. VALUE-ADDED TAX:</b></p> <p>Value-added tax in terms of the value-added tax Act no. 89 of 1991 shall not be included in the tendered rates. Provision is made in the Schedule of Quantities/Summary of prices for the lump sum addition of value-added tax.</p>			
<p><b>11.10. WORK PERFORMED</b></p> <p>i.Payment of a claim for completed and accepted work.</p> <p>ii.Deductions will be made from next claim for re-work.</p> <p>iii.Monthly measurements will be done from the 16<sup>th</sup> of a</p>			

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<p>month to the 15<sup>th</sup> of the following month.</p> <p>iv. Before any project is started, agreement will be reached between the Respondent and the</p> <p>v. Schedule of Quantities and Prices will be done.</p> <p>vi. If the Project Manager did not issue a written instruction, no payment for additional work or alteration will be made.</p> <p>vii. When the programmed daily productions of any project team are disrupted by stoppages, abnormal delays or as result of a change of work to be performed, thus not achieving daily production targets as accepted when tendering, work for the rest of the day will be paid for on day works rates.</p>			
<p><b>11.11 SCHEDULE OF QUANTITIES/SUMMARY OF PRICES:</b></p> <p>The quantities in the Schedule of Quantities/Summary of Prices are estimated and may be more or less than stated. The Respondent shall submit with this RFQ a complete and detailed priced schedule for the works. All work covered by the schedule or any other work instructed by the Project Manager shall be measured and paid for in accordance with the completed schedule.</p>			
<p><b>11.12. DISCREPANCY IN DOCUMENT:</b></p> <p>In the event of any discrepancies or inconsistency between other prescribed specifications &amp; circulars, this specification shall prevail.</p>			
<p><b>11.13. OVERTIME/SUNDAY TIME:</b></p> <p>This may only be worked on written instruction of the Project Manager. Overtime may be claimed for work done in excess of 9 hours per day. Overtime rates to be included in Schedule of Quantities.</p>			
<p><b>11.14. PENALTIES:</b></p> <p>Defective work resulting from negligence will be rectified at the Respondent's expense. (Including material). The contract may be terminated if the Respondent cannot uphold minimum required production rates and standard of workmanship. Should the Respondent damage cables, the Respondent will be responsible for repair costs in conjunction with the penalty for train delays in terms of E7/1:16.1.</p>			

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<p><b>11.15. NORMAL WORKING HOURS:</b></p> <p>Normal working days will be Mondays to Fridays between 07h00 and 16h30 with a half hour break for lunch. The Respondent shall observe the normal working hours of duty applicable to Transnet Freight Rail's perway staff.</p> <p>In cases of emergencies or derailments Transnet Freight Rail reserves the right to change the above mentioned working hours, at no additional cost except for shift-allowances that will be paid.</p>			
<p><b>11.16. ACCOMMODATION:</b></p> <p>The Respondent shall supply all accommodation for his employees. No housing will be allowed on Transnet Freight Rail property.</p>			
<p><b>11.17. CO-OPERATION WITH OTHER PARTIES:</b></p> <p>Departments of Transnet and other Respondents will be working in the confines of the work sites described in this document and in the general area surrounding it during the course of the contract. The work being undertaken will include, but is not restricted to the projects described under this Agreement. The Respondent shall make reasonable allowance in all tendered rates for the necessity to interface with the activities of other Respondents and Transnet and to allow for access at all times for use by other parties unless otherwise agreed by the Project Manager.</p>			
<p><b>11.18. TO BE SUPPLIED BY THE RESPONDENT:</b></p> <p>i. All facilities and personnel as required under Item 11.1.</p> <p>ii. The Respondent is responsible to supply his own equipment, transport and minimum of 8 labourers, as well as all other equipment to be used on site. The Respondent is responsible to use protective clothing and adhere to the safety rules and regulations of Act 85.</p>			

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<p>iii. Fully equipped and maintained workshop for maintenance of vehicles and small plant. Transnet Freight Rail reserves the right to make use of these facility, if the need arise, to maintain its vehicles or small plant at rates offered in the schedule of quantities and prices.</p> <p>iv. All accommodation for his staff.</p> <p>v. Provision of site books per team: <b>(Triplicate book with duplication paper)</b> One Site Instruction book for recording of site instructions issued by the Project Manager. One Daily Diary book which will be kept updated daily with information of all available resources, productions, delays, etc. and signed by both the Respondent's and the Project Manager's representatives at the end of each day. These records will assist with monthly measurements and payments.</p> <p>vii.The Respondent shall supply and distribute fuel for all vehicle, plant, small plant and machinery used in the execution of the projects.</p> <p>viii. All communication required by Radios and / or cellular telephones for communication.</p>			
<p><b>11.19. SUPPLY OF MATERIAL.</b></p> <p>The Respondent will supply all materials required in the execution of work.</p> <p>The Respondent will be responsible for the transportation of all material to the worksite and the safeguard of all material on site.</p> <p>The Respondent will be responsible for the loading/off-loading of released material and the transportation thereof to a location as indicated by the Project Manager.</p>			
<p><b>11.20. FIRE HAZARD:</b></p> <p>The Respondent shall take all the necessary precautionary measures to prevent sparks from starting fires. Sufficient valid fire extinguishers must be provided by the Respondent to assist with the extinguishing of fires.</p>			

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<p><b>11.21. QUALITY CONTROL:</b></p> <p>All work performed by the Respondent will be inspected and evaluated for quality of work in accordance with specified specifications.</p> <p>The Respondent shall leave all workplaces neat and tidy.</p>			
<p><b>11.22. TYPES OF MACHINES REQUIRED:</b></p> <p>The Respondent will provide all transport, tools, plant and equipment required for the proper and safe execution of the work. Failure in this regard shall not be tolerated</p>			
<p><b>11.23. COMPETENCE OF THE RESPONDENT</b></p> <p>Transnet Freight Rail will assume that the Respondent is a competent, professional body, updated with all the relevant rules, instructions and working methods and procedures to execute the works. Therefore all rework due to the lack of knowledge or expertise will be for the Respondent's account.</p>			
<p><b>11.24. STANDING TIME:</b></p> <p>Standing time will be paid for affected resources in the event of production losses as a result of instructions by the Project Manager, delays resulting from train requirements, etc.</p>			
<p><b>11.25. TOLERANCES</b></p> <p>All work shall comply with the standards laid down in the latest edition of the supporting specifications referred to in this Agreement.</p>			

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<p><b>11.26. HANDING OVER OF WORKPLACES</b></p> <p>Handing over of workplaces will be done on satisfactorily completion of the work and</p> <p>after the removal of all released and surplus material where applicable.</p> <p>Handing over inspections will be convened on an ad-hoc bases as required.</p>			
<p><b>11.27. BREACH OF CONTRACT</b></p> <p><b>The following will be considered as breach of contract and could lead to the termination of the contract.</b></p> <p>Work that is not done in accordance with the specified standards, time and conditions as set out in the contract documents or related specifications or guidelines.</p> <p>Violation of any Safety regulation or instruction of which the Respondent, his employees or</p> <p>sub-Respondents should reasonably been aware of.</p> <p>Violation of any statute of the Republic of South Africa is applicable to this contract.</p> <p>If the Respondent or any of his personnel or sub-Respondents is convicted of a criminal offence within the contract period.</p> <p>When the attendance or turnover of personnel and supervisors is of such a nature that the required productions, and quality of work cannot be achieved.</p> <p>Mal payment of Respondent’s employees or sub-Respondents.</p>			
<p><b>11.28 MINIMUM LABOUR RATES FOR THE REGION</b></p> <p>The minimum hourly rates paid to labourers, helpers or track workers shall be based on guidelines provided for the Civil Engineering Sector (S.A). Any deviation from this will not be tolerated and action will be regarded as a breach of contract.</p>			

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<p><b>11.29 DAYWORKS</b></p> <p>The Project Manager may order that any additional or substituted work be executed on a day work basis. For work so ordered and executed, the Respondent shall be paid in terms of the conditions set out in the day work schedules and at the rates and prices quoted by him in his tender. No work is to be carried out as a charge to day work without written authority from the Manager.</p>			
<p><b>11.30. INTERPRETATIONS</b></p> <p>Tenderers are invited to tender for each of the following sections of lines separately and tenderers can tender for any <b>one</b> section of line <b>or</b> any <b>two</b> sections of lines <b>or</b> for all <b>three</b> sections of lines as follows :</p> <p><b><u>Buhrmanskop --- Lothair</u></b> (See Part C(1) of Schedule of quantities prices);</p> <p>ii. <b><u>Bethal – Dalo</u></b> (See Part C (2) of Schedule of quantities and prices);</p> <p>iii. <b><u>Broodsniersplaas—Middleburg Mine</u></b> (See Part C (3) of Schedule of quantities and prices);</p>			
<p><b>11.31. DESCRIPTION OF THE PROCESS</b></p>			
<p><b>11.31.1.</b> Grass/shrubs/trees should be cut less than (20 mm) twenty millimeters above ground</p> <p>Level as per described distance on <b>PART C and</b> 20m wide on either sides of the railway-line from the toe of the ballast formation up to the rail reserve fencing. This is a vegetation control by means of grass cutting/felling contract and <b><u>no other method</u></b> like the burning of grass/firebreaks or by means of treating the grass/with chemical herbicides will be allowed. <b>ONLY STUMP APPLICATION WILL BE ALLOWED</b></p>			
<p><b>11.31.2.</b> All dead materials from grass/shrubs/trees must be removed from site. The Respondent will not be allowed to obstruct the Transnet service road with the materials or cause any potential fire hazard by stacking flammable material within one meter of the fencing of sub-stations/relay rooms/tie stations or stacking of such material within one meter of the boundary fence or dead</p>			

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material block drains.			
<p><b>11.31.3. THE SITE</b></p> <p>Branch-line railway reserve to be cleared will be at the following meter (M) distances as per attached lists.</p> <p>The total working area of branch-line railway reserve will be measured in (1000m x 20m) for inspection and payment purposes.</p> <p>Access to the site will be via the Transnet service roads. The key for gates in the service road (where applicable) can be obtained from the Project Manager, but it must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.</p> <p>No Transnet property like sleepers, rails, fencing, cables and ballast stone are to be removed from the site. The repairs for any damages to the Transnet fencing/railway lines, Eskom power lines and Telkom will be for the Respondents account. The repair of damage should be arranged to be completed within one day. Alternatively these costs will be deducted from the tendered amount, and Transnet will arrange for the repair of the damage.</p>			
<p><b>11.32. PROGRAM FOR THE EXECUTION OF THE WORK</b></p> <p>It will be expected of the Respondent to inform the Project Manager about his daily activities by means of a daily site diary handed in on a Monday for the previous weeks activities This information is required in order to inform the Train personnel of activities adjacent to railway lines and are important for the safety of the Respondent and his personnel.</p>			
<p><b>11.33. SAFETY</b></p> <p>The Respondent is reminded that working adjacent to railway lines is hazardous and has to be treated as such. Open fires are not allowed on site. Any fires that may occur should be distinguished immediately at own costs. Any claims due to fire caused by Respondent will be for his</p>			

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<p>account.</p> <p>The Respondent is responsible to arrange for a sentinel who must be on constant lookout for trains and motor vehicles in both directions. When a train is approaching the sentinel must blow a whistle and make sure that no workers are on or near the railway line.</p>			
<p><b>11.34. <u>INSURANCE OF WORK</u></b></p> <p>The Respondent shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the works.</p> <p>The Respondent shall, in his interests, obtain insurance of his own site establishment, materials, plant, equipment and tools of insurance of his motor vehicles and the common law liabilities of the Respondent as an employer.</p>			
<p><b>11.35. <u>FINAL INSPECTION OF THE WORK</u></b></p> <p>Inspection of the work will be done within seven working days after the Respondent has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory, a Certificate of Completion will be issued and the Contract will be considered completed.</p> <p>Working lots that do not comply with the conditions listed in paragraph 10 will be considered as rejected work quarter.</p>			
<p><b>11.36. <u>MEASUREMENT AND PAYMENT</u></b></p> <p>A quarter that complies with the following standards of control will qualify for payment:</p> <p>No growing shrubs/grass/trees will be allowed within a quarter as described in Clause 3.1. above and <b><u>any growth</u></b> exceeding the mentioned height of 20 millimetre will disqualified 20 000m<sup>2</sup> for payment.</p> <p>All dead materials from trees/shrubs/grass have to be removed from the quarter (as described in Clause 3.2 above). It will not be expected of the Respondent to remove the dead materials from the site, but the Respondent will not be allowed to obstruct the Transnet</p>			

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<p>service road with the materials. No payment will be made unless an overall control of 95 % measured against the total:working area is achieved. The percentage of control will be calculated with the following formula:                  % Control = <math>\frac{\text{Total square meter} - \text{Rejected square meter}}{\text{Total square meter}}</math></p>			
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 Respondent's Signature

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 Date & Company Stamp

## ANNEXURE A - B-BBEE PREFERENCE POINTS CLAIM FORM

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 **Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

1.6 The purchaser 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 the purchaser.

### 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level 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;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an

organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"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 or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Respondent and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"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;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary Respondent's assigning, leasing, making out work to, or employing, another person to support such primary Respondent in the execution of part of a project in terms of the contract;
- (r) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"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
- (t) **"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 will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one 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 must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must 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 (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership**. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).
- 5.3 **QSEs that are at least 51% Black owned or higher 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.

- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 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.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-Respondent is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.)

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-Respondent.....
- iii) The B-BBEE status level of the sub-Respondent.....
- iv) Whether the sub-Respondent is an EME.

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Respondent may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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, the purchaser 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 Respondent, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** .....

**ADDRESS** .....

.....