

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-VAR-BZ16-23305

**FOR THE PROVISION OF GROUND POLLUTION BIOLOGICAL REMEDIATION AT
KOMATIPOORT (DIESEL DEPOT)**

FOR DELIVERY TO: KOMATIPOORT DEPOT

ISSUE DATE: 23 FEBRUARY 2017

BRIEFING DATE: 01 MARCH 2017

CLOSING DATE: 07 MARCH 2017

CLOSING TIME: 10:00

VALIDITY DATE: 31 MAY 2017

Section 1

NOTICE TO BIDDERS

1 Invitation to bid

| DESCRIPTION | FOR THE PROVISION OF GROUND POLLUTION BIOLOGICAL REMEDIATION AT KOMATIPOORT (DIESEL DEPOT) | | | | | | | | | | | | |
|----------------------------------|---|-----------------------|---|-----------------------|---------|---|---------------|----------------|---|-----------|-------------|---|--------|
| BID FEE AND BANKING DETAILS | <p>A Bid fee of R250 [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><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 | | | | | | | | | | | |
| INSPECT / COLLECT DOCUMENTS FROM | <p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx or from the National Treasure eTendering Publication portal: www.etenders.gov.za</p> <p>Alternatively, this RFQ may be collected between 07:30 and 15:00 from [23 February 2017] until [28 February 2017].</p> <p>This RFQ may be collected from the following address: Transnet Freight Rail Tender Advice Centre, Ground Floor, Nzasm Building, Room G16, Corner of Paul Kruger and Minnaar Street Pretoria, 0001</p> | | | | | | | | | | | | |
| COMPULSORY BRIEFING SESSION | <p>A compulsory briefing session will be conducted on Wednesday, 01 March 2017, 10H00 at Transnet Freight Rail, Komatipoort depot refuelling site (Diesel depot)</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>Contact Person for technical and directions enquiries: Philix Mnisi at: 083 701 6311</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</p> | | | | | | | | | | | | |

| | |
|---------------------------|--|
| | <p>is required for a Compulsory RFQ briefing.</p> <p>Respondents failing to attend the compulsory RFQ briefing will be disqualified Respondents Are Required To Bring Along Safety Boots And Reflective Vest As Will Proceed For A Site Visit After The Briefing Session</p> |
| CLOSING DATE | <p>10:00 on Tuesday 07 March 2017</p> <p>This tender shall close punctually at the following address:</p> <p>Tender box at physical address</p> <p>Transnet Freight Rail</p> <p>Nzasm Building,</p> <p>Tender Advice Centre, Ground Floor</p> <p>Room G16</p> <p>Corner of Paul Kruger and Minnaar Street</p> <p>Pretoria</p> <p>0001</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> |
| VALIDITY PERIOD | <p>End of validity period: Date 31 May 2017</p> <p>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> |
| SPECIAL CONDITIONS | <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 28th February 2017 by sending an email with their contact details to the following address:</p> <p>Gloria.Nhlapo@transnet.net or Dudu.Mkhwebane@transnet.net 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>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.</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 attached B-BBEE Claim Form 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 less than R1 000 000 (all applicable taxes included); and therefore the 80/20 system shall be applicable.

Respondents are required to complete Section 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

Note: Failure to submit valid and original (or certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 6 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:

Name: **Bonga Zuma**
 Email: **Bonga.Zuma@transnet.net**
 Telephone: **(013) 658 2471**

Respondents may also, at any time after the closing date of the RFQ, communicate the following individuals on any matter relating to its RFQ response:

| Name | Email address | Telephone |
|----------------|--|--------------|
| Gloria Nhlapho | gloria.nhlapho@transnet.net | 012 315 4124 |
| Dudu Mkhwebane | dudu.mkhwebane@transnet.net | 012 315 4121 |

5 LEGAL COMPLIANCE

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

6 CHANGES TO QUOTATIONS

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

7 PRICING

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

8 PRICES SUBJECT TO CONFIRMATION

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

9 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/Respondent should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ; or
- 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 undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Respondent being notified of such shortlisted/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

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.

11. TENDER SPECIFICATION FOR GROUND POLLUTION BIOLOGICAL REMEDIATION AT KOMATIPOORT (DIESEL DEPOT)

THE APPOINTMENT OF THE ENVIRONMENTAL BIO-REMEDIATION PRACTITIONER/S TO CONDUCT POLLUTION REMEDIATION AT TRANSNET FREIGHT RAIL CONTAMINATED FUELLING SITE.

11.1. PURPOSE OF THE RFQ

11.1.1 The purpose of the RFQ is to arrange for the provision of an independent Environmental remediation Practitioner/s to undertake site pollution bio-remediation required in terms of Part 8 of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) (Waste Act).

11.1.2 The incumbent Environmental remediation Practitioner/s will be required to comply with the specific requirements of the above-mentioned Act on behalf of Transnet Freight Rail by compiling and submitting to TFR the remediation Report that addresses the extent of site pollution at fuelling sites as depicted by assessment report.

11.2. BACKGROUND

11.2.1 There have been several spillages occurring at TFR Komatipoort fuelling site in bulk storage tank area due to faulty meter gauges and ageing fuelling infrastructure among other things, which is historic in

nature. As a result, the diesel spilled over time and resulted in soil contamination that has infiltrated beyond 1.5 metre deep to date.

11.2.2 In response to the contamination, Transnet Freight Rail commissioned Engineering firm to conduct Phase 1 and 2: Site Assessments countrywide on priority fuelling sites including Komatipoort locomotive depot. The said assessments focussed on both Visual and Intrusive Assessments of the sites with laboratory analysis for the extent of pollution. And based on the findings of pollution level or soil screening value, a bio-remediation has been recommended.

11.2.3 The assessment report has recommended the environmental friendly insitu remediation (Bioremediation). "Bioremediation of hydrocarbons is best accomplished with a process called Bio augmentation. That is, the addition of a large number of selected, laboratory grown, standardized microorganisms to a contaminated matrix. These contaminant specific microbes capable of degrading these hydrocarbon compounds breaking them down into carbon dioxide and water".

11.3. SCOPE OF WORK

11.3.1 This RFQ covers the responsibilities and services rendered by the remediation Practitioner to undertake the requisite degree of remediating the nature and extent of contamination at komatipoort refuelling site in line with the requirements of Part 8 of the National Environment Management Act, 2008.

11.3.2 According to the assessment report high pollution was detected at Pit number 2 (S 25° 05' .1" and E 30° 28' 47.5") *and pit number 3* (coordinates: S 25° 05' 56.0 " and E 30° 28' 45.0") located around the bulk storage area, the pollution discovered from level 0.5 metre deep and was still evident at 1.5 metre deep, therefore remediation should reach these levels and to the radius of 5 metres.

11.3.3 The assessed pits 4 (Coordinates: S 25° 05' 55.8" and E 30° 28' 48.1"); and pit 5 (Coordinates: S 25° 05' 51.6 " and E 30° 28' 52.2") also displayed some serious pollution at level 0.5 to 1.0 deep. The four pits were located at the surrounding and within the vicinity of the bund walls for the bulk fuel storage area.

11.3.4 Based on the assessment the high concentration of diesel pollution exists mainly outside the bund walls and decanting area, thus remediation should be 5 metre radius form each pit, unless where rails and hard surfaces exist.

11.3.5 The pollution monitoring boreholes will have to be established drilled to continuously determine the possible existence of pollution.

11.3.6 Compile detailed remediation report for the work done with relevant supporting documents / media and analysis results.

11.3.7 The respondent shall interpret the laboratory results and submit the report to Transnet environmental specialist.

11.3.8 It shall be the responsibility of the respondent to supply the *Employer* with a report from a certified laboratory proving that a level of pollution less than the maximum allowed (< 1 000 ppm or mg/kg total TPH) has been achieved in the areas where the respondent has undertaken rehabilitation.

11.4. DELIVERABLES

The successful respondent will be required to deliver on the following:

11.4.1 Conduct in-situ site bioremediation and the detailed Report thereof for the site reflected in the tabled below:

| Name of Depot/ Siding/line | SA Province |
|-----------------------------------|-------------|
| Komatipoort Depot Refuelling Site | Mpumalanga |

11.4.2 Implement the findings of pollution assessment report to produce rehabilitation report with sufficient details contained therein, so as to meet the minimum requirements of Part 8 of the National Environmental Management: Waste Act, 2008. Within a period of 90 days (1) month effective from date of appointment.

11.5. DURATION OF THE SERVICE REQUIRED

11.5.1 The contract will run for a maximum period of three (3) months, thereafter a report is required within 10 days upon completion of the Client's comment period.

11.6. INSTRUCTION TO THE APPOINTED RESPONDENT

11.6.1 The prospective respondent must provide a quote for the proposed site rehabilitation

11.6.2 The respondent and his team must undergo induction training before starting on site given by Transnet Freight Rail.

11.7. QUALIFICATION AND RESOURCES OF THE POTENTIAL RESPONDENT

11.7.1 The contract envisaged under this RFQ will be awarded to an Environmental rehabilitation Practitioner/s who has knowledge in the field of environmental remediation of pollution or contaminated land, and applicable references for the same work completed.

- 11.7.2 Incumbent service provider shall attach full particulars of their qualifications, quoting specific references if any, and contact numbers. Transnet shall have the right to make contact with referenced clients to verify the nature and quality of the service provided.
- 11.7.3 Given the responsible nature of the work envisaged under this contract, Transnet reserves the right to award the tender to Environmental remediation Practitioner of choice, with due regard for a favourable balance between the cost of services, resources available and knowledge in the remediation of pollution, or contaminated land.
- 11.7.4 The lowest bid may therefore not necessarily be accepted and no reasons for acceptance or non-acceptance of any quotation will be given.

11.8. PRICING METHODOLOGY

- 11.8.1 Prices shall be deemed inclusive of all costs required to produce the deliverables specified, whether specifically itemized and priced or not.
- 11.8.2 Disbursements and fees will be payable on an actual basis per activity, subject to the maximum tendered. The estimated quantity tendered (e.g. number of hours or kilometers) may only be exceeded with prior approval by Transnet Freight Rail.
- 11.8.3 Rates and quantities quoted shall be deemed the maximum payable to the consultant for providing the deliverables specified.

11.9. GENERAL REQUIREMENTS

- 11.9.1 The Service Provider shall at all times respect client privilege and confidentiality as vested in Transnet Freight Rail and shall neither by word nor action jeopardize Transnet Freight Rail's interests in the execution of the project. The above notwithstanding; Transnet Freight Rail will not in any way impinge upon nor constrain the professional independence of the appointed Service Provider.

11.10. MEASUREMENT AND PAYMENT

Payment of 90% of the tendered value shall be made upon completion of the work. The other 10% shall be made on receipt of an accredited laboratory analyses indicating < 1000 ppm hydrocarbon.

11.11. RFQ ENQUIRIES

All technical RFQ enquires shall be forwarded to:

Technical Tender Enquiries

Mr Philix Mnisi

Tel: 013 752 9390

Cell: 083 701 6311

E-Mail: philix.mnisi@transnet.net

11.12 MINIMUM CONTENTS FOR SHEQ PLAN

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 - shall have part A and B of Health and safety Plan as outlined below.

Health and safety Plan

11.12.1 Contractor SHEQ Policy

11.12.1.1 List of Contractor Employees

11.12.1.2 Safe working Procedure

11.12.2 SHE Organisation

11.12.2.1 Health and Safety Committee.

11.12.2.2 Composition.

11.12.2.3 Frequency of Meetings.

11.12.2.4 Minutes of meeting.

11.12.2.5 Legal Compliance Audits.

11.12.2.6 Audit Report.

11.12.2.7 Frequency of Audits.

11.12.2.8 Findings and Analysis.

11.12.2.9 Corrective Action.

11.12.3 Risk Assessment/Management

11.12.3.1 Task descriptions.

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

11.12.3.3 Risk Assessment

11.12.4 Education and Training

11.12.4.1. Induction training

11.12.4.2 Site Specific Training.

11.12.4.3 Certificate of Competence.

11.12.5 Emergency Planning – Evacuation plan

11.12.5.1 Client procedure.

11.12.5.2 Site Procedure.

11.12.6 Health and Safety Communications

11.12.6.1 Safety/Toolbox talks.

11.12.6.2 Incident Recall.

11.12.7 Safe Working Procedures and Methods

11.12.7.1 Method Statements.

11.12.7.2 Safe Operating Procedures.

11.12.7.3 Task/Job observations.

11.12.8 Personal Protective Equipment and Clothing

11.12.8.1 PPE required after all other controls have been considered.

11.12.8.2 PPE proof of issue.

11.12.9 Project security

11.12.9.1 Security risks identified.

11.12.9.2 Access control.

11.12.10 Environmental Management Plan

11.12.10.1 Control of Dust.

11.12.10.2 Noise Pollution Control.

11.12.10.3 Waste management.

11.12.10.4 Environmental Incident Management

11.12.10.5 Contamination of surface and underground water.

11.12.10.6 Soil Contamination.

11.12.10.7 Storm Water Drainage.

11.12.10.8 Environmental Clean-up and Rehabilitation.

12. Legal review

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.

13. Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(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.

14. National Treasury's Central Supplier Database

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2017/2017, which became effective on 1 May2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

| Supplier Number | Unique Registration Reference | Yes/No |
|-----------------|-------------------------------|--------|
| | | |

If Yes column above, please confirm registration by providing National Treasury Unique Vendor Number

If No column above, please register your company on the National Treasury Central Supplier Database and confirm registration by submitting National Treasury with "MAAA" Supplier Reference number.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete address information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

15. 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.

15.1 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: _____.

15.2 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.

16. 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

**FOR THE PROVISION FOR THE PROVISION OF GROUND POLLUTION BIOLOGICAL
REMEDATION AT KOMATIPOORT (DIESEL DEPOT)**

CLOSING VENUE:

**TRANSNET FREIGHT RAIL, NZASM BUILDING,
TENDER ADVICE CENTRE, GROUND FLOOR, (FOYER)
CORNER OF PAUL KRUGER AND MINNAAR STREET
PRETORIA, 0001**

CLOSING DATE & TIME: 07 MARCH 2017 AT 10:00

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1. EVALUATION CRITERIA

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

| Criterion/Criteria | Explanation |
|-----------------------------------|---|
| Administrative | <ul style="list-style-type: none">• Submission of Mandatory Documents / Schedules• Submission of Essential Documents / Schedules• Submission of Other Documents / Schedules |
| Substantive responsiveness | <ul style="list-style-type: none">• Prequalification criteria, if any, must be met• Validity of Mandatory Documents / Schedules• Clause By Clause Compliance To Project Specification• Pricing schedule Submitted and all items on the pricing schedule priced• Permit or Agreement for handling and transportation of hazardous waste• Diploma / Degree in Chemistry or Environmental science of a team leader on site• Provide project Proposal/ Methodology: Project proposal / methods / techniques on how the Scope of Work will be fulfilled/ carried out as well as detailed project schedule clearly showing timeframes (project to be completed in three month) from project inception to completion. Project team structure together with various roles each member will play in the project• Section 8 ~ completed and signed copy of attendance of the compulsory RFQ briefing and site briefing <p>NB: (Failure to submit the above mentioned documents, tender will not be evaluated to the next stage)</p> |
| Functionality Threshold | As prescribed in terms of Preferential Procurement Policy Framework Act (PPPFA) Act 5 of 2000 and its Regulations, Respondents are to note that functionality is |

| | |
|--|--|
| | <p>included as a threshold with prescribed percentage of 80%.</p> <ul style="list-style-type: none"> • Proven experience in pollution remediation work (40%) (List a minimum of 5 traceable References proving previous service on similar work) • Delivery period (30%) • Safety, Risk, Health and Environmental Plan (30%) (Bidders must submit the minimum contents for Safety, Risk, Health and Environmental Plan as per specification. |
| Final weighted evaluation based on 80/20 preference point | <ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form. |

2. VALIDITY PERIOD

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.

This RFQ is valid until **31 May 2017**.

3. DISCLOSURE OF PRICES QUOTED

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

YES ☐ NO ☐

4. RETURNABLE DOCUMENTS

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

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

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

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

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

| MANDATORY RETURNABLE DOCUMENTS | SUBMITTED [Yes/No] |
|---|-----------------------|
| SECTION 3 :Completed Pricing offer and Delivery Schedule | |
| SECTION 9: A fully completed Clause by clause statement of compliance to project specification | |
| - Permit or Agreement for handling and transportation of hazardous waste | |
| - Diploma / Degree in Chemistry or Environmental science of a team leader on site | |
| - Provide project Proposal/ Methodology: Project proposal / methods / techniques on how the Scope of Work will be fulfilled/ carried out as well as detailed project schedule clearly showing timeframes (project to be completed in three month) from project inception to completion. Project team structure together with various roles each member will play in the project | |
| - Section 8 ~ completed and signed copy of attendance of the compulsory RFQ briefing and site briefing | |

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

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

| Essential Returnable Documents | Submitted [Yes or No] |
|--|--------------------------|
| SECTION 2 : Evaluation criteria and list of returnable documents | |
| - SECTION 4 : RFQ Declaration and Breach of Law Form | |
| - Valid and original, or a Certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form | |

| Essential Returnable Documents | Submitted [Yes or No] |
|--|--------------------------|
| Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference | |
| - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] | |
| - Proof of supplier number for Central Supplier Database (CSD) from National Treasury | |
| - Confirmation/ Original Letter of Good Standing from Department of Labour | |
| - Proven experience | |
| - Health, Risk and Safety plan | |

Other Essential Returnable Documents:

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

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

| OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES | SUBMITTED [Yes or No] |
|--|--------------------------|
| - 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 | |
| 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] | |
| SECTION 4: Certificate of Acquaintance with RFQ Documents | |
| SECTION 5: RFQ Declaration and Breach of Law Form | |
| SECTION 6: B-BBEE Preference Claim Form | |
| SECTION 7: Schedule of Plant, equipment and teams | |

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

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.

Price Schedule

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

| SCHEDULE OF WORK AND PRICES | | | |
|-----------------------------|---|------------|-------------|
| Item | Komatipoort fuel site bill of quantities for ground historic pollution bioremediation | | Price |
| 1. | Conduct bio-remediate pollution through bio-augmentation technology, of the measurements below: | Unit Price | Total Price |
| | The inside total area of both bund walls for vertical tank no 1 and the three horizontal tanks are:18m x14m = 252m² and 13m x 21m = 273m² as represented by samples pit No 1, 2, 2b, 2c, 3 and 4; at least 1m deep and 3m radius outside both bund walls. | R | |
| 2. | Provide detailed remediation report | | R |
| 3. | Conduct soil sampling and analysis (results interpretation) on monthly basis after rehab for three months or until less than 1000 ppm results are obtained, | | R |
| 4. | Drill four monitoring boreholes on the four directions of the two bund walls reflecting North, South, East and West) | | R |
| GROSS TOTAL | | | R |
| 14% V.A.T. | | | R |
| AMOUNT DUE | | | R |

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

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- 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.
- Bidders are advised that they take responsibility for submitting quotations that are correct and without any arithmetical errors.
- All line items must reflect the correct unit price and total price, after taking into account the quantity.

- e) The sum of all line items must correctly reflect the total of all line items, without VAT and including VAT.
- f) Transnet may disqualify bidders that submit bids with arithmetical errors.

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.

SECTION 4

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

By signing this Quotation Form 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 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. E4B – Minimum communal Health requirements |
| 6. E4E – Safety Arrangements and Procedural Compliance (Act 85 of 1993) and applicable Regulations |
| Respondents are to note that the documents marked with a "*" are available on request or at the Transnet website (www.transnet.net). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents". |

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:

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

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.

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 _____ | AS WITNESS: |
| duly authorised hereto | |
| Name: | Name: |
| Position: | Position: |
| Signature: | Signature: |
| Date: | Registration No of Company/CC _____ |
| Place: | Registration Name of Company/CC _____ |

SECTION 6

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:

Price; and

B-BBEE Status Level of Contribution.

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

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

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

"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

"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;

"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;

"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"CIPC" means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

"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;

"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;

"contract" means the agreement that results from the acceptance of a bid by an organ of state;

"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);

"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 contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

"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;

"non-firm prices" means all prices other than "firm" prices;

"person" includes a juristic person;

"QSE" means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"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;

"sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

"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;

"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

"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 PREFERENCE POINT SYSTEMS

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

80/20

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

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 a 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.
- 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-contractor 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 | | NO | |
|-----|--|----|--|

8.1.1 If yes, indicate:

What percentage of the contract will be subcontracted.....%

The name of the sub-contractor.....

The B-BBEE status level of the sub-contractor.....

Whether the sub-contractor is an EME.

(***Tick applicable box***)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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:

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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 –

disqualify the person from the bidding process;

recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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;

restrict the bidder or contractor, 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

forward the matter for criminal prosecution.

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 7

SCHEDULE OF PLANT, EQUIPMENT AND TEAMS

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.

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

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

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

SECTION 8

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 9

CLAUSE BY CLAUSE COMPLIANCE WITH SPECIFICATION

| Clause | Comply | Not Comply | Comments |
|--|--------|------------|----------|
| 11.3.1 This RFQ covers the responsibilities and services rendered by the remediation Practitioner to undertake the requisite degree of remediating the nature and extent of contamination at Komatipoort refuelling site in line with the requirements of Part 8 of the National Environment Management Act, 2008. | | | |
| 11.3.2 According to the assessment report high pollution was detected at Pit number 2 (S 25° 05' .1" and E 30° 28' 47.5")_and pit number 3 (coordinates: S 25° 05' 56.0 " and E 30° 28' 45.0") located around the bulk storage area, the pollution discovered from level 0.5 metre deep and was still evident at 1.5 metre deep, therefore remediation should reach these levels and to the radius of 5 metres. | | | |
| 11.3.4 Based on the assessment the high concentration of diesel pollution exists mainly outside the bund walls and decanting area, thus remediation should be 5 metre radius form each pit, unless where rails and hard surfaces exist. | | | |
| 11.3.5 Four monitoring boreholes shall be drilled to continuously determine the possible existence of pollution. | | | |
| 11.3.6 Compile detailed remediation report for the work done with relevant supporting documents / media and analysis results. | | | |
| 11.3.7 The respondent shall interpret the laboratory results and submit the report to Transnet environmental specialist. | | | |

| | | | |
|---|--|--|--|
| | | | |
| <p>11.3.8 It shall be the responsibility of the respondent to supply the <i>Employer</i> with a report from a certified laboratory proving that a level of pollution less than the maximum allowed (< 1 000 ppm or mg/kg total TPH) has been achieved in the areas where the <i>Contractor</i> has undertaken rehabilitation.</p> | | | |
| <p>11.4.2 Implement the findings of pollution assessment report to produce rehabilitation report with sufficient details contained therein, so as to meet the minimum requirements of Part 8 of the National Environmental Management: Waste Act, 2008. Within a period of 90 days (1) month effective from date of appointment.</p> | | | |
| <p>11.7.1 The contract envisaged under this RFQ will be awarded to an Environmental rehabilitation Practitioner/s who has knowledge in the field of environmental remediation of pollution or contaminated land, and applicable references for the same work completed.</p> | | | |
| <p>11.7.2 Incumbent respondent shall attach full particulars of their qualifications, quoting specific references if any, and contact numbers. Transnet shall have the right to make contact with referenced clients to verify the nature and quality of the respondent.</p> | | | |
| <p>11.10 Payment of 90% of the RFQ value shall be made upon completion of the work. The other 10% shall be made on receipt of an accredited laboratory analyses indicating < 1000 ppm hydrocarbon.</p> | | | |