

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-WGO-TR15-019136

FOT THE PROVISION OF LEVEL CROSSINGS VEGETATION CONTROL FOR THE PERIOD OF NINE (9) MONTHS UNDER CONTROL OF DEPOT ENGINEER, WITBANK.

FOR DELIVERY TO: WITBANK DEPOT

SITE BRIEFING DATE: TUESDAY 29 SEPTEMBER 2015

VENUE: 07 CORRIDOR CRESCENT STREET, BLOCK A BOARDROOM GROUND FLOOR, WITBANK AND HEREAFTER CONDUCT PHYSICAL SITE BRIEFING AT WITBANK.

TIME: 10:00

FOR DIRECTIONS CONTACT NKHENSANI MAKAMU ON 083 3351 542

ISSUE DATE: 14 SEPTEMBER 2015 TO 28 SEPTEMBER 2015

CLOSING DATE: 01 OCTOBER 2015

CLOSING TIME: 10:00

NB:TENDERERS WITHOUT A VALID TENDER DOCUMENT IN THEIR POSSESSION WILL NOT BE ALLOWED TO ATTEND THE MEETING AND PROPER PPE.

Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: [Submit physically]
CLOSING VENUE: [Tender Box, Transnet Freight Rail Tender Advice Centre, Inyanda House 1,
 Ground Floor, 21 Wellington road, Parktown, Johannesburg]

1 Responses to RFQ

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

2 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 described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be above R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of the RFQ will result in a score of zero being allocated for B-BBEE.

3 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: Thivhonali Ramugondo
 Email: Thivhonali.Ramugondo@transnet.net
 Telephone: 013 658 2476

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:

Telephone 011 544 9486 Email: Prudence.Nkabinde@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;
or
- make no award at all.

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

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

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

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

10 Specification/Scope of Work

1 PROJECT SPECIFICATION

1. SCOPE OF WORK

- 1.1 This contract covers the control of vegetation at level crossings by mechanical means and by either mechanical and / or chemical methods in the case of trees, bushes, shrubs, reeds and woody species. This work is to be done in the geographical area controlled by the **Depot Engineer (Infrastructure Maintenance) Witbank**.
- 1.2 The essence of the contract is that Transnet Freight Rail requires clear visibility at the level crossings through the control of living vegetation and the management of dead remains to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obscure, hinder or interfere with operational activities, or have the potential to damage equipment or facilities.
- 1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the contractor. Transnet Freight rail, however, shall have the right to control the materials and activities of the contractor to ascertain that all procedure and herbicidal applications are in accordance with his/her tender.
- 1.4 The contractor 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 control the vegetation.

2. DEFINITIONS

2.1 CONTROL

Control achieved when:

- All existing or potential growth of vegetation is cut to a maximum height of 300mm.
- The constituent part of all plants occurring within the area of treatment cease to exceed 300mm in height.
- The constituent part of all plants (dead or alive) cease to exceed 300mm in height for the total duration of the contract.
- There is no dead or dry remains of dry vegetation within the treated area, which may constitute hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.
- Control constitutes a process or situation where the control of vegetation at level crossings occurs on an **on-going** basis and not only time of measurement and payment inspections.

2.2 CLEAR LEVEL CROSSING

The successful control of vegetation at the railway level crossing is that which provides motorists with a clear vision of at least **320 meters** to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign. See attached sketch.

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

2 This will also involve control as stipulated in 2.1 of all vegetation at a perimeter of 300 mm around all road signage boards at level crossing.

For inspection and payment purposes, any growth taller than 300mm in any one of the four Quadrants of a level crossing shall result in that level crossing being rejected in it's entirety.

2.3 DECLARED WEED

Declared weeds means category 1 plants declared invader plants, category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act no 43 of 1983, as listed in Government Gazette No. 9238, or amendments (GN Regulation 280 of 30/30/2001) thereto.

2.4 HERBICIDE TREATMENT

In the event that trees, bushes or reeds are present in the treated area then herbicides stump treatment spraying must be used to treat this vegetation.

NB: Note that herbicides may only be used to control trees, bushes, reeds and woody species and a colorant must be added to the herbicides, either blue or red to highlight the treated area. Grass and other herbaceous plant should only be cut and not treated with herbicides to avoid erosion at level crossing.

3. SUFFICIENCY OF TENDER

- 3.1 Where herbicides are to be applied, the contract will only be awarded to a tender who has a proven record of wide experience in the application of herbicides in southern Africa.

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

4. DURATION OF CONTRACT

The work provides the control of vegetation for the period of 9 months commencing on the date of notification for acceptance of tender.

5. COMPLIANCE WITH STATUES

- 5.1 The contract shall comply with all applicable legislation, Codes and Local, Regional or Provisional Authority regulations, The Contractor shall in particular, comply with the following Acts:

- . The fertilizers, Farm Feed, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended,
- . The hazardous Substances Act (Act 15 of 1973) as amended,
- . The water Act (Act 57 of 1956) and Water Amendment Act (Act 96 of 1984), where applicable,
- . The Environmental Conservation Act (Act 73 of 1989),
- . SABS Code of Practise No 0206-1985 "Safety procedures for the disposal of surplus pesticides and associated toxic waste",
- . Conservation of Agricultural resources Act (Act 43 of 1983) as amended,
- . The Common law of nuisance,
- . The Mountain Catchment Area Act (Act 63 of 1970),
- . The Compensation for Occupational injuries and Disease Act (Act 130 of 1993),
- . The Occupational Health and Safety Act (85 of 1993), and
- . The National Veld and Forest Fire Act (Act 101 of 1989).

- 5.2 Where herbicides are used the Contractor's authorized representative shall be a registered Pest Control Operator, specializing in the field off industrial weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. In this case registered Pest Control Officer shall be in direct control of the work taking place on site.

6. GENERAL

Tenderers are required to tender for all the areas quoted in the schedule of quantities and prices, if possible Transnet Freight Rail may conclude one or more contracts as a result of this tender.

3 7. TO BE PROVIDED BY THE CONTRACTOR

- 7.1 In addition to all labour materials, plant equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.

- 7.2 The contractor shall provide safe and secure storage facilities for all herbicides or chemical brought onto and on use on the site. Such facilities shall be capable of ensuring that unauthorized person or animals cannot gain access to such chemicals.
- 7.3 The Contractor shall provide at his/her own cost any security measures he may deem necessary for safe and effective execution of the work within the contract area.
- 7.4 The contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of the approaching traffic.
- 7.5 All employees employed by the contractor shall wear reflector clothing during the execution of the work to enhance their visibility. Only white flags may be used to alert the train drivers of the presence of people working.

8. SCHEDULE OF QUANTITIES AND PRICES

- 8.1 The Schedule of quantities and prices depicts the km points of each level crossing per line code (see attached annexures). The contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in black ink) for the Works.
- 8.2 The Tenderer shall price each item / level crossing. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

9. EVALUATION OF TENDERS

- 9.1 "Time value of money" methodology and principles will be used in evaluation of tenders.
- 9.2 Tenderers may submit alternatives to the method of weed control described herein. Such alternatives as well as the materials, method which propose to use, program and Transnet Freight Rail resources for the Contract, will be considered during evaluation of tenders.

10. SITE BOOKS

- 10.1 The contractor shall provide a site instruction book and a daily diary at the site as directed by the Technical officer or his/her deputy.
- 10.2 The contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Technical officer or his/her deputy.
- 10.3 Only persons authorized in writing by the Technical officer or contractor may make entries in the site book.

11. SITE MEETINGS

The contractor shall attend site meetings when required. These meetings will be held under the chairmanship of Technical officer or his/her deputy. When sub-contractor is required to attend, the Contractor shall ensure their attendance.

12. INFORMATION TO BE PROVIDED WITH TENDER

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

- 12.1 A full description of the plant, and control methods to be used by him for all aspects of the work required to ensure performance as specified.
- 12.2 Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

- 12.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- 12.4 The Schedule of Quantities and Prices must be completed in full.
- 12.5 Where herbicides are to be used a copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is a pest control Operator in terms of Act 36 of 1947 is required.

13. METHOD OF VEGETATION CONTROL

- 13.1 The Contractor's methods and program shall provide rapid and effective control in all level crossings.
- 13.2 The contractor is to ensure that there be no plants or any means of vegetation higher than 300mm at any of the level crossings from the commencement and throughout the duration of the contract.
- 13.3 Burning will not be allowed under any circumstances as a means of control. The making of fires on site is also strictly prohibited. No chemical control.
- 13.4 Visible distance should coincide with the physical location of the signage boards at the level crossings, with special reference to the R1 (Stop sign board). Coincidence thereof will result in the actual quadrant being irregular in shape and measurement.

14. STANDARDS OR WORKMANSHIP

- 14.1 Standard of vegetation control for individual level crossing.
- Vegetation control shall be such that there are no dry or dead remains of vegetation within the level crossing greater than 300mm in height such that it constitutes a hazard, hindrance or danger to Transnet operations.
- 14.2 Manual removal of vegetation
- For this contract, the contractor should timeously familiarize him/herself with the existing conditions of the sites and ensure that his/her tender price includes all work necessary to achieve the required control.

15. PROGRAMME OF WORK

4

- 15.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer his/her deputy for approval full particulars thereof within **two weeks** from the date of notification by Transnet Freight Rail of the acceptance of this Tender.

Transnet Freight Rail requires the initial work to be completed within 6 weeks from the date of notification.

- 15.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:
- 15.3 An assessment based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.
- 15.4 The appropriate methods and procedures to be implemented by him to achieve the standards of vegetation control required in terms of the contract.
- 15.5 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work.
 - Monitoring the standard of weed control achieved.

- Identifying any damage or hazards which may have been caused by the weed control operation.
- Planning of timeous execution of remedial work where control is not being achieved.

15.6 The program shall be based on the quantities and number of level crossings in the Schedule of Quantities and Prices.

16. PERFORMANCE MONITORING AND EVALUATION

16.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas completed. He shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved. Weekly inspections between the T/O and the contractor will be performed to keep up with the inspection of the final sections by end week 3.

16.2 The Technical officer shall at any time during the control period carry out inspections of the Contractor's performance methods and procedures.

16.3 The Technical officer will inform the Contractor in advance of the schedule of inspections and the contractor will arrange his own transport for the purpose of the inspection. The inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

16.4 The rejection of level crossings that do not comply with the standard of control for individual level crossings will be final and valid for that inspection. (See clause 20.2 in this regard.)

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

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

5 17. REMEDIAL WORK

17.1 The Contractor shall carry out remedial work on a continuous basis to all level crossings where control has not been achieved, prior to the official weekly inspections. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 300mm and forming a nuisance or hazard to Transnet Freight Rail operations.

17.2 The Technical officer will, during inspections, order the Contractor to carry out remedial action which will have to be done continuously and be completed not later than one week after the initial 3 weeks period.

17.3 Moeing (skoffel) will not be allowed on its own as a remedial action.

18. DAMAGE TO FAUNA AND FLORA

18.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed. The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

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

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

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

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

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

19. TERMS

Vegetation control will be for the period of 24 months from the date of notification of the tender acceptance by Transnet Freight Rail.

20. MEASUREMENT AND PAYMENT

20.1 Payment will be based on the number of level crossing treated as instructed by Technical officer or his/her deputy and to which the contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause 2.1.

20.2 No payment will be made for rejected level crossing where control achieved does not meet the standard of control specified.

20.3 The Technical officer will inform the contractor 14 days in advance of the program of inspections.

21. PENALTIES FOR LATE COMPLETION

"Penalties for late completion", shall not apply to this contract.

22. PROVISIONAL WORK

A WITBANK DEPOT

1. RAYTON – WITBANK	Annexure A
2. WITBANK – DERWENT	Annexure B
3. DERWENT – STOFFBERG	Annexure C
4. STOFFBERG – ROOSSIGNEKAL	Annexure D
5. DERWENT – BELFAST	Annexure E
6. BELFAST – GOEDGELUK	Annexure F
7. BELFAST – STEELPOORT	Annexure G

Technical Capacity and Resources

Qualified brush cutter operator

Qualified chain saw operator

Safety officer

Supervisor

First Aider

First aid Certificate

Brush cutter machines

Chain saw machines

PPE

Transport for employees

Trailer for machines

Herbicides

Risk and safety plan

*Refer to RISK AND SAFETY PLAN DOCUMENT

Clause by clause

Contractors shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.

***REFER TO CLAUSE BY CLAUSE DOCUMENT**

RISK AND SAFETY PLAN

SHEQ File

INDEX**1. Contractor SHEQ Policy Statement****2. List of Contractor Employees****3. Project Management**

3.1. Notification of Construction Work (Construction Regulation 3, Annexure A)

3.2 Registration with WCC

3.4. SHEQ Plan Review

3.5. Agreement with Mandataries (Section 37(2) of OHS Act)

3.6. Appointments of Contractor

3.7. Site Organisation

3.7.1. Assignment of Duties

3.7.2. Construction Work Supervisor (Construction Regulation 6)

3.7.3. Subordinate Construction Work Supervisor (Construction Regulation 6)

3.7.4. Construction Safety Officer (Construction Regulation 6(7))

3.7.5. List of subcontractors already appointed - List to be revised at least monthly

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

3.7.7. Scaffold Inspector (Construction Regulation 8)

3.7.8. Portable Fire Equipment Inspector

4. Incident Management

- 4.1. Health, Safety and Environmental Performance Statistics
- 4.2. Incidents and or injuries
 - 4.2.1. Reporting
 - 4.2.2. Recording
 - 4.2.3. Investigation
 - 4.2.4. Medical Surveillance and certificate of fitness
 - 4.2.5. Occupational Diseases

5. Audits

- 5.1. Legal Compliance Audits
 - 5.1.1. Audit Report
 - 5.1.2. Frequency of Audits
 - 5.1.3. Findings and Analysis
 - 5.1.4. Corrective Action

6. Substance Abuse Testing

- 6.1. Proof of testing

7. Logbooks and Registers

- 7.1. Electric Equipment / Tools Register - Portable
- 7.2. Fall Protection Plan Checklist
- 7.3. Fire fighting appliance Register - Portable
- 7.4. Personal Protective Equipment and Clothing
- 7.5. Scaffold Register
- 7.6 Schedule of Plant (E4D)
- 7.7 Lifting Equipment Register
- 7.8 Other

8. Risk Management

- 8.1. Task descriptions
- 8.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan
- 8.3. Risk Assessment (Construction Regulation 7)
- 8.4. Occupational Hygiene Surveys e.g Noise, Dust etc

9. Education and Training

- 9.1. Induction training (Construction Regulation 7(9))
- 9.2. Site Specific Training
- 9.3. Certificates of Competence e.g operator licences, welding certificates, etc
- 9.4. First Aid training and Equipment

10. Emergency Planning – Evacuation plan

- 10.1. Client procedure
- 10.2. Site Procedure
- 10.3. Emergency response numbers

11. SHE Communications

- 11.1 Safety/Toolbox talks
- 11.2 Incident Recall

12. Safe Working Procedures

- 12.1 Method Statements
- 12.2 Safe Operating Procedures
- 12.3 Task/Job observations

13. Fall Protection Plan

"PREVIEW COPY ONLY"

- 13.1 Documented fall protection plan
- 13.2 Rescue Plan
- 13.3 Training/Certification
- 13.4 Fall arrest and protection equipment

14. Personal Protective Equipment and Clothing

- 14.1 PPE required
- 14.2 PPE proof of issue

15. Project security

- 15.1 Security risks identified
- 15.2 Access control

16. 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)

Provide procedure of the following:

1. **Control of Dust**
2. **Noise Pollution Control**
3. **Waste management**
4. **Environmental Incident Management (Section 30 NEMA)**
5. **Contamination of surface and underground water**
6. **Soil Contamination**
7. **Storm Water Drainage**
8. **Environmental Cleanup and Rehabilitation**
9. **Environment monitoring**
10. **Environmental training and awareness**
11. **Provision for Environmental Cleanup and Rehabilitation Cost (Budget)**

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

TIP-OFFS ANONYMOUS : 0800 003 056

**RFQ FOR THE PROVISION OF: LEVEL CROSSINGS VEGETATION CONTROL FOR THE PERIOD OF NINE (9) MONTHS UNDER THE CONTROL OF DEPOT ENGINEER, WITBANK.
CLOSING VENUE: TRANSNET FREIGHT RAIL TENDER ADVISE CENTRE, INYANDA HOUSE 1 GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG 2000.**

**CLOSING DATE & TIME:
VALIDITY PERIOD: 90 Days**

**SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

1 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> • Pest control certificate • Clause by Clause compliance to specifications.
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 70%. Technical Capacity/ Resources, Health/Risk, Safety and Environmental plan, Experience on the specified field will be considered as part of the technical evaluation.
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] Days from the closing date of this RFQ.

This RFQ is valid until **31 DECEMBER 2015**.

3 Disclosure of Prices Quoted

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

YES NO

A) Evaluation Criteria

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

1. STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none"> • Whether the Bid has been lodged on time
<ul style="list-style-type: none"> • Whether all mandatory Returnable Documents and/or schedules were completed and returned by the closing date and time
<ul style="list-style-type: none"> • Verify the validity of all returnable documents

The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification

2. STAGE TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness
<ul style="list-style-type: none"> • Whether any general pre-qualification criteria set by Transnet, have been met. • Clause by clause compliance to specification
<p style="color: red;">Whether the mandatory returnable documents submitted as follows:</p> <ul style="list-style-type: none"> - Pest Control Certificate <p><i>Failure to provide all the above-referenced returnable documents listed will result in a Respondent's disqualification</i></p>

The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Quotations to progress to Stage Three for further evaluation

3. STAGE THREE: Minimum Threshold 70 % for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Criteria	% Weightings
<ul style="list-style-type: none"> • Technical Capacity / resources 	40%
<ul style="list-style-type: none"> • Experience on the specified field 	30%
<ul style="list-style-type: none"> • Health / Risk and Safety Plan 	30%
Total Weighting:	100%
Minimum qualifying score required:	70 %

Returnable Document

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.

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
Pest Control Certificate	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 - Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE C- Schedule of Plants, Equipment's and Teams	
ANNEXURE D- References	
ANNEXURE B- Clause by Clause Compliance to specification	
ANNEXURE E- Certificate of attendance at tender clarification meeting	

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.

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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 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:

ANNEXURE	LINE	TOTAL CROSSING	RATE/PRICE
Annexure A	RAYTON – WITBANK (Line 28)	34	
Annexure B	WITBANK – DERWENT (line 69)	10	
Annexure C	DERWENT – STOFFBERG (Line 73)	44	
Annexure D	STOFFBERG – ROOSSENEKAL (Line 74)	23	
Annexure E	DERWENT – BELFAST (Line 70)	17	
Annexure F	BELFAST – GOEDGELUK (Line 31)	13	
Annexure G	BELFAST – STEELPOORT (Line 75)	126	
		267	

RAYTON – WITBANK (Line 28)

STATION	LOCATION KM	PUBLIC CROSSING	PRIVATE CROSSING	FREIGHT RAIL CROSSING	CONTRACT AREA (M ²)	CONTRACT AREA (Ha)	RATE /PRICE
RAYTON							
	39.730				3840	0.384	
	40.142				3840	0.384	
	42.127				3840	0.384	
ELANDSRIVIER							
	44.687				3840	0.384	
	46.138				3840	0.384	
FORFAR							
	51.175				3840	0.384	
SKIETPOORT							
	55.545				3840	0.384	
	57.695				3840	0.384	
BRONKHORSTSPRUIT							
	65.207				3840	0.384	
	68.414				3840	0.384	
	70.313				3840	0.384	
WILGERIVIER							
	72.630				3840	0.384	
	74.422				3840	0.384	
	76.216				3840	0.384	
	77.525				3840	0.384	
	78.133				3840	0.384	
CROWN DOUGLAS							
	79.108				3840	0.384	
	80.526				3840	0.384	
	81.313				3840	0.384	
	82.536				3840	0.384	
	82.769				3840	0.384	
	83.065				3840	0.384	
	84.118				3840	0.384	
	84.609				3840	0.384	
	85.320				3840	0.384	
BALMORAL							
	86.994				3840	0.384	
	88.295				3840	0.384	
	90.755				3840	0.384	
	92.792				3840	0.384	
	94.282				3840	0.384	
WAKEFIELD							
	95.819				3840	0.384	
CLEWER							
	102.890				3840	0.384	
	108.247				3840	0.384	
WITBANK							

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WITBANK – DERWENT (line 69)

STATION	LOCATION KM	PUBLIC CROSSING	PRIVATE CROSSING	FREIGHT RAIL CROSSING	CONTRACT AREA (M ²)	CONTRACT AREA (Ha)	RATE /PRICE
WITBANK	114.350				3840	0.384	
OOSBANK	3.159				3840	0.384	
TAVISPAN	5.808				3840	0.384	
	11.103				3840	0.384	
OLIFANTSRIVIER	11.980				3840	0.384	
HILLSIDE	18.691				3840	0.384	
UITKYK	25.755				3840	0.384	
	32.867				3840	0.384	
MIDDELBURG	39.025				3840	0.384	
	41.310				3840	0.384	
	43.230				3840	0.384	
DERWENT							

DERWENT – BELFAST (Line 70)

STATION	LOCATION KM	PUBLIC CROSSING	PRIVATE CROSSING	FREIGHT RAIL CROSSING	CONTRACT AREA (M ²)	CONTRACT AREA (Ha)	RATE /PRICE
DERWENT	44.804				3840	0.384	
	50.234				3840	0.384	
PAN	55.280				3840	0.384	
	56.290				3840	0.384	
	58.155				3840	0.384	
CASSHOME	61.736				3840	0.384	
	64.736				3840	0.384	
	65.950				3840	0.384	
ARNOT	69.121				3840	0.384	
	71.793				3840	0.384	
SPOELPAN	74.930				3840	0.384	
	76.115				3840	0.384	
WONDERFONTEIN							

Respondent's Signature

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	81.915				3840	0.384	
SUNBURY							
	92.481				3840	0.384	
	93.673				3840	0.384	
	95.532				3840	0.384	
	98.495				3840	0.384	
BELFAST							

BELFAST – GOEDGELUK (Line 31)

STATION	LOCATION KM	PUBLIC CROSSING	PRIVATE CROSSING	FREIGHT RAIL CROSSING	CONTRACT AREA (M ²)	CONTRACT AREA (Ha)	RATE /PRICE
BELFAST							
	103.730				3840	0.384	
	106.783				3840	0.384	
BERGENDAL							
	108.665				3840	0.384	
	111.871				3840	0.384	
	114.085				3840	0.384	
	114.900				3840	0.384	
DALMANUTHA							
	116.775				3840	0.384	
	120.851				3840	0.384	
	123.536				3840	0.384	
FAIRVIEW							
	126.443				3840	0.384	
MACHADODORP							
	130.458				3840	0.384	
	132				3840	0.384	
	152				3840	0.384	
GOEDGELUK							

BELFAST – STEELPOORT (Line 75)

STATION	LOCATION KM	PUBLIC CROSSING	PRIVATE CROSSING	FREIGHT RAIL CROSSING	CONTRACT AREA (M ²)	CONTRACT AREA (Ha)	RATE /PRICE
BELFAST							
	0.830				3840	0.384	
CRAIGEND							
	6.897				3840	0.384	
	8.991				3840	0.384	
	10.475				3840	0.384	
GESUKKEL							
	12.767				3840	0.384	
LONG TOM							
	19.466				3840	0.384	

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PALMER						
	23.022				3840	0.384
	25.171				3840	0.384
TUISBLY						
	30.469				3840	0.384
	32.277				3840	0.384
	33.791				3840	0.384
DULLSTROOM						
	35.216				3840	0.384
	36.136				3840	0.384
	37.696				3840	0.384
	38.379				3840	0.384
	40.992				3840	0.384
NEDERHORST						
	43.292				3840	0.384
	45.803				3840	0.384
	49.090				3840	0.384
SANTA						
	50.358				3840	0.384
	59.986				3840	0.384
ASBES						
	62.281				3840	0.384
	64.210				3840	0.384
	66.081				3840	0.384
	66.536				3840	0.384
VERMONT						
	67.150				3840	0.384
	68.069				3840	0.384
	69.282				3840	0.384
	69.934				3840	0.384
MARMERKOP						
	72.446				3840	0.384
	72.671				3840	0.384
	73.173				3840	0.384
	73.274				3840	0.384
KLIPSTEEN						
	76.269				3840	0.384
	77.514				3840	0.384
DRIESPRONG						
	78.816				3840	0.384
	80.406				3840	0.384
BOSOORD						
	82.309				3840	0.384
	85.209				3840	0.384
BULTKOP						
	87.217				3840	0.384
	89.215				3840	0.384
	92.300				3840	0.384
VOETPAD						
	94.597				3840	0.384

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	98.059				3840	0.384	
	99.171				3840	0.384	
	100.859				3840	0.384	
LYDENBURG							
	101.302				3840	0.384	
	106.185				3840	0.384	
	108.353				3840	0.384	
	109.212				3840	0.384	
	109.809				3840	0.384	
	110.125				3840	0.384	
	111.103				3840	0.384	
	111.694				3840	0.384	
POTLOODSPRUIT							
	113.468				3840	0.384	
	116.380				3840	0.384	
	118.203				3840	0.384	
VOSLOOSNEK							
	120.181				3840	0.384	
	121.634				3840	0.384	
	121.893				3840	0.384	
	122.298				3840	0.384	
	123.197				3840	0.384	
	123.638				3840	0.384	
GRAAN							
	123.768				3840	0.384	
	124.113				3840	0.384	
	124.164				3840	0.384	
	124.662				3840	0.384	
	125.187				3840	0.384	
	125.743				3840	0.384	
SCHALKSRUS							
	128.297				3840	0.384	
	129.215				3840	0.384	
	131.770				3840	0.384	
	131.375				3840	0.384	
KROONKOP							
	132.546				3840	0.384	
	133.897				3840	0.384	
	135.643				3840	0.384	
BERGPUNT							
	137.561				3840	0.384	
	137.734				3840	0.384	
	138.885				3840	0.384	
	139.736				3840	0.384	
	139.983				3840	0.384	
	140.296				3840	0.384	
RUSPLAAS							
	140.735				3840	0.384	
	140.954				3840	0.384	
	141.412				3840	0.384	

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	141.956			3840	0.384	
	142.516			3840	0.384	
MANTSIBI						
	145.908			3840	0.384	
	146.404			3840	0.384	
	147.496			3840	0.384	
	149.020			3840	0.384	
GROOTBOOM						
	149.725			3840	0.384	
	150.498			3840	0.384	
	152.500			3840	0.384	
	154.300			3840	0.384	
	154.892			3840	0.384	
	155.088			3840	0.384	
OHRIGSTAD						
	155.169			3840	0.384	
	156.490			3840	0.384	
	157.734			3840	0.384	
	159.640			3840	0.384	
VOORTREKKERS						
	162.755			3840	0.384	
LONGSIGHT						
	166.712			3840	0.384	
	168.967			3840	0.384	
	172.295			3840	0.384	
	174.745			3840	0.384	
KROMKLOOF						
	177.146			3840	0.384	
	179.730			3840	0.384	
	188.788			3840	0.384	
	191.583			3840	0.384	
APIESDORING						
	192.600			3840	0.384	
	197.254			3840	0.384	
	197.520			3840	0.384	
SPEKBOOM						
	196.739			3840	0.384	
WITGAT						
	201.645			3840	0.384	
	206.021			3840	0.384	
	206.775			3840	0.384	
	208.087			3840	0.384	
MORONE						
	208.618			3840	0.384	
	209.679			3840	0.384	
	212.237			3840	0.384	
KATOEN						
	212.835			3840	0.384	
	214.976			3840	0.384	
	218.433			3840	0.384	

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	221.604				3840	0.384	
	222.175				3840	0.384	
STEELPOORT							

DERWENT – STOFFBERG (Line 73)							
STATION	LOCATION KM	PUBLIC CROSSING	PRIVATE CROSSING	FREIGHT RAIL CROSSING	CONTRACT AREA (M²)	CONTRACT AREA (Ha)	RATE /PRICE
DERWENT							
	0.253				3840	0.384	
	5.747				3840	0.384	
	6.361				3840	0.384	
	6.797				3840	0.384	
	8.675				3840	0.384	
	9.633				3840	0.384	
	10.274				3840	0.384	
	11.854				3840	0.384	
	12.448				3840	0.384	
NITENS							
	13.994				3840	0.384	
	15.697				3840	0.384	
	17.086				3840	0.384	
	17.671				3840	0.384	
	19.108				3840	0.384	
	19.737				3840	0.384	
	21.144				3840	0.384	
	22.091				3840	0.384	
	22.845				3840	0.384	
BOORD							
	23.969				3840	0.384	
	26.053				3840	0.384	
	27.071				3840	0.384	
	27.905				3840	0.384	
	29.896				3840	0.384	
KLEINDAM							
	30.985				3840	0.384	
LANGUITSIG							
	37.494				3840	0.384	
	38.736				3840	0.384	
	39.725				3840	0.384	
WAPADSKLOOF							
	40.553				3840	0.384	
	40.916				3840	0.384	
	42.279				3840	0.384	
	42.654				3840	0.384	
	43.939				3840	0.384	
	45.927				3840	0.384	
	47.009				3840	0.384	
	47.752				3840	0.384	

	48.140				3840	0.384	
	48.380				3840	0.384	
	49.687				3840	0.384	
STERKLOOP							
	50.637				3840	0.384	
	51.973				3840	0.384	
	54.204				3840	0.384	
	55.298				3840	0.384	
	56.393				3840	0.384	
	58.966				3840	0.384	
STOFFBERG							

STOFFBERG – ROOSSENEKAL (Line 74)							
STATION	LOCATION KM	PUBLIC CROSSING	PRIVATE CROSSING	FREIGHT RAIL CROSSING	CONTRACT AREA (M ²)	CONTRACT AREA (Ha)	RATE /PRICE
STOFFBERG							
	62.009				3840	0.384	
	65.373				3840	0.384	
	67.986				3840	0.384	
	68.340				3840	0.384	
	69.267				3840	0.384	
	70.213				3840	0.384	
	70.780				3840	0.384	
	71.148				3840	0.384	
	71.719				3840	0.384	
	73.983				3840	0.384	
	74.118				3840	0.384	
	75.766				3840	0.384	
	76.118				3840	0.384	
	77.379				3840	0.384	
	79.118				3840	0.384	
HANMIEN							
	79.658				3840	0.384	
	81.230				3840	0.384	
	82.029				3840	0.384	
	82.905				3840	0.384	
	84.293				3840	0.384	
	87.343				3840	0.384	
	89.435				3840	0.384	
	94.790				3840	0.384	
ROOSSENEKAL							

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

Notes to Pricing:

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

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

Nelspruit.

Returnable Document

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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]

- 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

- 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 _____

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual

increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

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

3. **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in

ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]	Number of Points [Maximum 10]
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

Nelspruit.

Returnable Document

- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

.....
.....

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution

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WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

"ANNEXURE B"
CLAUSE BY CLAUSE DECLARATION

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

Noted is to be applied against statements and either of the other responses for other clauses. Where either "Partial Compliance" or "Do not comply" are applied, remarks as to the reason for the deviation from the requirement are required.

Failure to complete this form will automatically will result in your offer being disqualified.

Clause	comply	Don't comply	Explanation / Deviation / Reason
1.			
1.1			
1.2			
1.3			
1.4			
2			
2.1			
2.2			
2.3			
2.3			
2.4			
3			
3.1			
4			
5			
5.1			
5.2			
6			
7			
7.1			
7.2			
7.3			
7.4			
7.5			
8			
9			
9.1			
9.2			
10			
10.1			
10.2			
10.3			
11			

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12			
12.1			
12.2			
12.3			
12.4			
12.5			
13			
13.1			
13.2			
13.3			
13.4			
14			
14.1			
14.2			
15			
15.1			
15.2			
15.3			
15.4			
15.5			
15.6			
16			
16.1			
16.2			
16.3			
16.4			
17			
17.1			
17.2			
17.3			
18			
18.1			
18.2			
18.3			
19			
20			
20.1			
20.2			
20.3			
21			
22			
23			

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Company Name: _____

Name of Signatory: _____ Signature: _____

"PREVIEW COPY ONLY"

ANNEXURE E

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....
(Tenderer)

of (address)

was represented by the person(s) named below at the compulsory tender clarification meeting

Held at:	
On (date)	Starting time:

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's* Representative to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting was confirmed by the procuring organisation's representative as follows:

Name Signature

Capacity Date & time