

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No ERACTR4188-23534

**FOR THE PROVISION OF: BIOREMEDIATION WORK AT ERMELO FUELLING DEPOT
FOR A PERIOD OF THREE (3) MONTHS.**

FOR DELIVERY TO	: ERMELO FUELLING DEPOT
ISSUE DATE	: 23 February 2017
CLOSING DATE	: 09 March 2017
CLOSING TIME	: 10:00
VALIDITY PERIOD	: 31 July 2017

Section 1
NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	For the provision of Bioremediation Work at Ermelo Fuelling Depot for a period of Three (3) Months.
BID FEE AND BANKING DETAILS	R250.00 [inclusive of VAT] per set. Payment is to be made as follows: Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805 NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.
INSPECT / COLLECT DOCUMENTS FROM	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 This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between 09:00 and 15:00 from [23 February 2017] until [08 March 2017] . This RFQ may be picked up from the following address: The office of Transnet Freight Rail Advise Centre, Ground Floor, Nzasm Building, Room G16, Corner of Paul Kruger and Minnaar Street, Pretoria, 0001
COMPULSORY/NON COMPULSORY BRIEFING SESSION	A compulsory pre-proposal site meeting and/or RFQ briefing will be conducted at Area Manager Ermelo Diesel Depot, Amersfoort Road on the Friday 03 March 2017 , at 11:00 for a period of ± 1 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late. 1.1 <i>A Certificate of Attendance set out in Section 7: hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.</i> 1.2 Respondents failing to attend the compulsory site meeting and/or RFP briefing will be disqualified.
CLOSING DATE	10:00 on Thursday 09 March 2017 This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, Ground Floor, The Tender Box at the Foyer, Nzasm Building, Cnr Paul Kruger and Minnaar Street, Pretoria. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	90 Business Days from Closing Date. End of validity period: 31 July 2017 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.

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 [08th March 2017] by sending an email with their contact details to the following address: Gloria.Nhlapo@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>
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2 Responses to RFQ

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

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

Transnet fully endorses and supports the Government’s Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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

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

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

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: Thivhionali Ramugondo

Email: Thivhionali.ramugondo@transnet.net

Telephone: 012 315 2137

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

Name	Email Address	Telephone No	Fax No
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Gloria Nhlapo	Gloria.nhlapo@transnet.net	012 315 2124	011 774 9115
Dudu Mkhwebane	Dudu.mkhwebane@transnet.net	012 315 4124	011 774 9115

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;
- 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 RFQ specifically provides for it.

Should a RFQ be awarded on the strength of information furnished by the Respondent, which after conclusion of the RFQ, is proved to have been incorrect, Transnet reserves the right to cancel the RFQ 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 short-listed/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 RFQ 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 Specification/Scope of Work

THE APPOINTMENT OF THE ENVIRONMENTAL BIO-REMEDICATION 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 services provider 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	GPS Coordinates
Ermelo Diesel Depot	Mpumalanga	26°31'29.67"S 26°59'59.32"E

- 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 Yuza Chabalala

Tel: 017 815 1232

Cell: 060 583 4470

E-Mail: Yuza.chabalala@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 RFQ may require.

14 National Treasury's Central Supplier Database

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

Supplier Number: _____ Unique registration reference number: _____.

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 RFQ (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

Returnable Document

RFQ FOR THE PROVISION OF: BIOREMEDIATION WORK AT ERMELO FUELLING DEPOT FOR A PERIOD OF THREE (3) MONTHS

CLOSING VENUE: THE CHAIRPERSON, TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, TENDER BOX AT THE FOYER, NZASM BUILDING CNR PAUL KRUGER AND MINNAAR STRRET, PRETORIA.

CLOSING DATE & TIME: 09 MARCH 2017 AT 10:00

VALIDITY PERIOD: 14 JULY 2017

**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/Respondent, if so required:

Criterion/Criteria	Explanation
Administrative responsiveness	<ul style="list-style-type: none"> • Completeness of response and returnable documents • Submission of Mandatory Documents / Schedules • Submission of Essential Documents / Schedules • Submission of Other Documents / Schedules • All pages of the tender submission is signed by the Bidder/Respondent
Substantive responsiveness	<ul style="list-style-type: none"> • Prequalification criteria, if any, must be met and • Whether the Bid materially complies with the scope and/or specification given without any material deviations or qualifications. • Validity of Mandatory Documents / Schedules. • Compliance to Transnet Specifications (Clause by clause to project specification-point 11 in the RFQ). • Pricing Schedule Submitted & all items on pricing schedule priced. • A valid SANAS Laboratory Accreditation SANS 10378. • Project Proposal / Methodology: Project / method / Techniques on how the scope of work will be fulfilled / carried out as well as detailed project schedule clearly showing time frames from project inception to completion. Project team structure together with various roles each member will play in the project. • Section 7 ~ 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>

 Respondent's Signature

 Date & Company Stamp

Returnable Document

Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 80% . <ul style="list-style-type: none"> • Safety, Health, Risk and Environment (SHER) plan. (10%) • Experience of the company in the remediation works, quote specific reference if any, and contact numbers. (40%) • CV/s of project team leader/s with relevant qualifications, registration with South African Council of Natural Scientific Professions (SACNASP) and project team leaders experience in remediation works. (40%) • Company's permits or agreement for handling and transportation of waste. (10%) 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.

In the event that all respondents that are evaluated in terms of technical and functionality threshold above do not meet the minimum stipulated threshold points, Transnet reserves the right to lower the minimum stipulated threshold points from 80 to 70 points.

2 Validity Period

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

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

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

This RFQ is valid until 14 July 2017.

3 Disclosure of Prices Quoted

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

4 Returnable Documents

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

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

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

Returnable Document

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	
SECTION 9 : Compliance Transnet Specifications-Clause by clause	
Valid SANAS Laboratory Accreditation SANS 10378.	
Project Proposal / Methodology: Project / method / Techniques on how the scope of work will be fulfilled / carried out as well as detailed project schedule clearly showing time frames from project inception to completion. Project team structure together with various roles each member will play in the project.	
SECTION 7: Certificate of attendance of compulsory / non-compulsory Site Meeting / RFQ Briefing	

b) **Essential Returnable Documents**

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

Essential Returnable Documents required for evaluation purposes:

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

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	
- Letter of Good standing	
- SECTION 8: Experience of the company in the remediation works, quote specific reference if any, and contact numbers.	
- Safety, Health, Risk and Environment (SHER) plan.	
- CV/s of project team leader/s with relevant qualifications, registration with South African Council of Natural Scientific Professions (SACNASP) and project team leaders experience in remediation works	
- Company's permits or agreement for handling and transportation of waste	

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.

Returnable Document

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	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
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	

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 RFQ emanating from this RFQ. Should the Respondent be awarded the RFQ [**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.

 Respondent’s Signature

 Date & Company Stamp

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

I/We _____

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding RFQ 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	Ermelo fuel site bill of quantities for ground historic pollution bioremediation	Price
1.	Conduct bio-remediate pollution through bio-augmentation technology	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
GROSS TOTAL		R
14% V.A.T.		R
AMOUNT DUE		R

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

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

1. Transnet’s General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet’s Supplier Integrity Pact*
4. Non-disclosure Agreement*
5. 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”.
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.

 Respondent’s Signature

 Date & Company Stamp

Returnable Document

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-RFQ 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:

Returnable Document

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

SECTION 6**B-BBEE PREFERENCE POINTS CLAIM FORM**

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
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

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a RFQ;
- (i) **"RFQ"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the RFQ;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"rand value"** means the total estimated value of a RFQ in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (q) **"sub-RFQ"** means the primary contractor 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 RFQ;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the RFQ.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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- 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 RFQ to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-subcontractor is an EME that has the capability and ability to execute the sub-RFQ.
- 5.9 A person awarded a RFQ may not sub-RFQ more than 25% of the value of the RFQ to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the RFQ is sub-contracted to an EME that has the capability and ability to execute the sub-RFQ.
- 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 10 or 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-RFQING

8.1 Will any portion of the RFQ be sub-contractor?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the RFQ will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) 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 respondent
- Other respondents, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a RFQ 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;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of RFQ have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the RFQ 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, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 7:

CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING

COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : **Area manger Ermelo, Amerssoort Road**
Time : 11:00
Date : **Friday 03 March 2017**

ATTENDANCE CERTIFICATE

This is to certify that

Representative(s) of..... *[Name of entity]*

Have/has attended the site meeting / RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ.

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE: _____

DATE: _____

EMAI: _____

VERY IMPORTANT

BIDDERS WHO DID NOT ATTEND COMPULSORY BRIEFING SESSION WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS.

SECTION 8: REFERENCES FOR PREVIOUS EXPERIENCE

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

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

_____ Respondent's Signature

_____ Date & Company Stamp

SECTION 9: COMPLIANCE TO SPECIFICATION CLAUSE-BY-CLAUSE

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

Where "No" is applied, remarks as to the reason for the deviation from the requirement is required if there is any.

Specification	Please complete Comply or Do not Comply	Explanation/ Reason for Deviation
11.3 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 remaining assessed pits TP2 (S 26° 33' 41.1 " and E 30° 00' 43.1"); TP4 (S 26° 33' 41.5" and E 30° 00' 43.7"); TP5 (S 26° 33' 42.3" and E 30° 00' 43.9"); and TP6 (S26° 33' 43.1" and E 30° 00' 44.2") do not displayed serious pollution as compared to the first two.		
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.		
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 Contractor has undertaken rehabilitation.		
11.4. DELIVERABLES.		
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.		
11.7. 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 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.		
11.10 MEASUREMENT AND PAYMENT		
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.		

Respondent's Signature

Date & Company Stamp

**STANDARD RFQ TERMS AND CONDITIONS FOR THE
SUPPLY OF GOODS OR SERVICES TO TRANSNET**

A Supplier/Respondent shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation 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. A material deviation from the Standard Terms and Conditions could result in disqualification of a Quotation.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Respondent**]. Transnet does not accept any other conditions which the Supplier/Respondent may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

An Order shall only be valid if it is reduced to writing and issued by a duly delegated official. Goods/Services shall conform strictly with the Order. The Supplier/Respondent shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Respondent warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Respondent's obligations under the Order.
- 3.2 The Supplier/Respondent will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Respondent having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Respondent if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Respondent shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Respondent's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and

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month-end statement from the Supplier/Respondent. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier's/Respondent's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Respondent, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's RFQual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Respondent hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Respondent following a design or process originated and furnished by Transnet. The Supplier/Respondent shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Respondent may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Respondent shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Respondent's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Respondent and any information relating to Transnet's business which may have come into the Supplier's/Respondent's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Respondent as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Respondent shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

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7 PUBLICITY

The Supplier/Respondent shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Respondent, or when there is a change in control of the Supplier/Respondent or the Supplier/Respondent commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Respondent when such work on the Order shall stop.

8.2 Transnet shall pay the Supplier/Respondent a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Respondent, at the time of termination, and the Supplier/Respondent shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Respondent shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Respondent under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Respondent had the Order not been terminated.

8.3 In the event of termination the Supplier/Respondent must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Respondent shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Respondent shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Respondent's employees. The Supplier/Respondent shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Supplier/Respondent warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Respondent hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Respondent shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Respondent compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Respondent, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Respondent shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Respondent hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Respondent in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Respondent does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8, 9, 12 and **Error! Reference source not found.**6. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

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17 DATABASE OF RESTRICTED SUPPLIERS

- 17.1 All the stipulations on Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 17.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.
- 17.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 17.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing RFQs with the company/person as well.
- 17.5 A supplier or contractor to Transnet may not subcontract any portion of the RFQ to a blacklisted company.
- 17.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a RFQ, or, in the capacity of agent or subcontractor, has been associated with such Bid or RFQ:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a RFQ when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any RFQ resulting from such bid in an unsatisfactory manner or has breached any condition of the RFQ;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the RFQ;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Goods or Services or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

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- h) has litigated against Transnet in bad faith.
- 17.7 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
 - b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
 - c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
 - d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- 17.8 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.
- 17.9 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's Register of Tender Defaulters.
- 17.10 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 17.11 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

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