

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No ERAC-VAR-MM28-018018

FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED BASIS" AT WATERVALBOVEN, LYDENBURG, STEELPOORT AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR THE PERIOD OF TWO (2) YEARS.

NO SITE BRIEFING WILL BE CONDUCTED IN THIS RFQ DOCUMENT.

FOR TECHNICAL ENQUIRIES: NONHLAHLA CHABALALA ON 083 270 8866

FOR COMMERCIAL ENQUIRIES: MATETE MADISHA ON (011) 878 7070

ISSUE DATE: 13 JANUARY 2016

CLOSING DATE: 19 JANUARY 2016

CLOSING TIME: 10:00

VALIDITY DATE: 30 APRIL 2016

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: Transnet Freight Rail Tender Advice Centre
Inyanda House 1, Ground Floor
21 Wellington Road
Parktown
Johannesburg
2000

1 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.

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 below R1 000 000 (all applicable taxes included) and therefore the 51/20 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 this RFQ will result in a score of zero being allocated for B-BBEE.

2.1 B-BBEE Improvement Plan

2.2 Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of Annexure A appended hereto.

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: **Prudence Nkabinde**

Email: prudence.nkabinde@transnet.net

Telephone: **(011) 544-9486**

Respondents may also, at any time **after the closing date of the RFQ**, communicate with the Buyer of the Transnet Freight Rail on any matter relating to its RFQ response:

Name: **Matete Madisha**

Email: matete.madisha@transnet.net

Telephone: **(011) 878 7070**

4 NO SITE BRIEFING WILL BE CONDUCTED IN THIS RFQ DOCUMENT.

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 Price Subject to Confirmation

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

9 Binding Offer

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

10 Disclaimers

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

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

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

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

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

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

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

TIP-OFFS ANONYMOUS : 0800 003 056

RFQ FOR THE CUTTING OF VELD GRASS "ON AN AS AND WHEN REQUIRED BASIS" AT WATERVALBOVEN, LYDENBURG, STEELPOORT AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR THE PERIOD OF TWO (2) YEARS.

CLOSING DATE & TIME: 19 JANUARY 2016 AT 10:00

CLOSING VENUE: TRANSNET FREIGHT RAIL TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG 2000

VALIDITY PERIOD: 90 DAYS

**SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

11 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	<ul style="list-style-type: none"> • Completeness of response and returnable documents • Verify the validity of returnable documents
Substantive responsiveness	<ul style="list-style-type: none"> • Pest control operator Industrial weed control/Industrial vegetation and noxious weeds in terms of Act 36 of 1947. • SABS Registered proposed products to be used together with labels and safety data sheets (minimum of 4 sterilants , 4 systemic products and 4 mixtures. • A fully completed clause by clause statement of compliance to project specification <p>(Failure to submit/complete the above requirements, tender will not be evaluated to next stage)</p>
Functionality Threshold	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <p>Respondents are to note that functionality is included as a technical threshold with a prescribed minimum percentage of 80% must be obtained in order to advance to next stage 3.</p> <ul style="list-style-type: none"> • Health/Safety plan and Environmental Plan (35%) • Fit for purposes (List of chemical for intended use) (65%) <ul style="list-style-type: none"> - Products proposed sufficient to control weed species prominent in the area tendered for. - Products proposed capable of achieving long-term control i.e greater than 6 months.

	- Proposed product mixtures/combinations capable of ensuring control as required and compatible and in line with manufacturer’s recommendations.
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> • Pricing – 80 points • B-BBEE status of company – 20 points 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.

12 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until **30 April 2016**.

13 Disclosure of Prices Quoted

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

YES NO

14 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
<ul style="list-style-type: none"> • Pest control operator Industrial weed control/Industrial vegetation and noxious weeds in terms of Act 36 of 1947. 	
<ul style="list-style-type: none"> • SABS Registered proposed products to be used together with labels and safety data sheets (minimum of 4 sterilants , 4 systemic products and 4 mixtures 	
<ul style="list-style-type: none"> • A fully completed clause by clause statement of compliance to project specification 	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 5 : 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]	
- Valid and Original or Confirmation Letter of Good Standing from Department of Labour	
ANNEXURE A : B-BBEE Preference Claim Form	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

Respondent's Signature

Date & Company Stamp

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.

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

A1. SCOPE OF WORK

A1.1. This contract covers

- The cutting and clearing of veld grass, obstructing vegetation and listed invasive plant species.
- the control and eradication, of obstructing vegetation and listed invasive plant species
- the trimming of trees with a diameter of more than 200mm

At various stations as listed in the Schedule of Quantities and Prices, by means of mechanical and chemical herbicide methods on Transnet Freight Rail property that is controlled by Real Estate Management.

A1.2. The essence of the contract is that Transnet Freight Rail requires the vegetation (excluding trees) in the station area to be maintained to a height not exceeding 150mm and clean of all obstructing vegetation and listed invasive plant species for the duration of the contract period.

A1.3. The ways and means by which the above-mentioned results are obtained are the responsibility of the Respondent. TRANSNET FREIGHT RAIL, however, shall have the right to monitor the materials and activities of the Respondent to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Respondent of his/her responsibility for satisfactory control of vegetation

A1.4. The performance due by the Respondent shall include any work arising from or incidental to the above or required of the Respondent for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

A1.5. The Respondent shall obtain his/her own information regarding species, occurrence, and extent of vegetation to be controlled in order to comply with the required standards.

A2. SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a Respondent who has experience in the application of herbicides in Southern Africa.

A2.2 A Site Inspection Certificate (Section 9) signed by the Transnet Representative or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Respondent'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.

A3. DURATION OF CONTRACT

The duration of the contract is for a period of **two (2) years** commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

A4. COMPLIANCE WITH STATUTES

A4.1 The Respondent's procedures for the procurement, storage, handling, transportation, application and general use of chemicals as well as all other activities shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) National Environmental Management Act (Act 107 of 1998)
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) (CARA) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970)
- i) The National Veld and forest Fire act (Act 101 of 1998).
- j) National Environmental Management Biodiversity Act (Act 10 of 2004)

A4.2 The Respondent's authorised representative shall be a **Registered Pest Control Operator**, specialising in the field of Weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. **A registered Pest Control Operator shall be in direct control of work taking place on site.**

A4.3 Listed invasive plant species are declared weeds and declared plant invaders (Category 1, 2 & 3 plants) that are proclaimed under the Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983), listed in Regulation 5, including the national list of invasive terrestrial and fresh-water plant species (Category 1, 1a, 2 & 3 plants) proclaimed under the National Environmental Management Biodiversity Act (Act 10 of 2004)

A5. GENERAL

Respondents are required to tender for all the areas quoted in the Schedule of Quantities and Prices. Transnet Freight Rail may conclude one or more contracts as a result of this tender.

A6. GUARANTEES

The security referred to in clause 14 of the General Tender Conditions shall be equal to ten per cent (10%) of the total contract value and shall be provided before any work is carried out.

A7. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

The following material, equipment and services will be provided free of charge by Transnet Freight Rail where required:

- A7.1 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Respondent shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use.

A8. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

In the event of any equipment being provided by Transnet Freight Rail, such equipment shall be used in the most careful and economical way and the Respondent shall take all necessary care to prevent loss or damage.

A9. TO BE PROVIDED BY THE RESPONDENT

- A9.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work; the Respondent shall provide all accommodation and toilet facilities for his/her employees.

- A9.2 The Respondent shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

- A9.3 The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

- A9.4 The Respondent shall provide his/her employees with high visibility garments. The high visibility garments are to be worn by the employees at all times when on site.

- A9.4 When required the Respondent 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 approaching rail traffic.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Respondent and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

The Respondent shall make available employees to be trained, certificated and used as **Lookouts** when required. The training shall be done at no charge to the Respondent.

A10. SCHEDULE OF QUANTITIES AND PRICES

A10.1. The quantities in the Schedule of Quantities and prices are estimated and may be more or less than stated. The Respondent shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) of work.

A10.2. The Respondent shall price each item. If the Respondent 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.

The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

A10.3. The short descriptions of the items in the schedule are for identification purposes only. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Respondent in the Schedule of Quantities and prices.

A11 CONTRACT PRICE ADJUSTMENT FORMULA

A11.1 A contract price adjustment factor to be determined in accordance with the formula described in A11.2 will be applied to allow for any increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. **The factor shall be rounded off to six decimal places.**

The contract price adjustment factor shall be -

$$(1 + x) \left(0.20 \frac{Lt}{Lo} + 0.05 \frac{Pt}{Po} + 0.70 \frac{Mt}{Mo} + 0.05 \frac{Dt}{Do} - 1 \right)$$

where **x = 0,15 and**

Lo, Po, Mo and Do are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

Lt, Pt, Mt and Dt are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to the date of measurement.

A11.2 The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by STATS South Africa.

- . L_o and L_t shall be the labour indices for Metropolitan Areas (P0141.1 Table 21).
- . P_o and P_t shall be the average of the price indices of Non-Electrical Machinery multiplied by a equalizing factor of 1.00866 and Transport Equipment in the ratio of 1:1 (P0142.1 Table 10 item 2.16 and 2.21 respectively).
- . M_o and M_t shall be the price indices of Chemical and Chemical herbicides used in table 10 of the P0142.1 item 2.11 Basic Chemicals
- . D_o and D_t shall be the price indices of "Diesel Oil - Witwatersrand" (P0142.1 Table 16).

When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

- A11.3 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Adjustment to measurements of previous months quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

- A11.4 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

- A11.5 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.

A12 EVALUATION OF TENDERS

- A12.1 "Time value of money" methodology and principles will be used in evaluation of tenders.
- A12.2 Respondents may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Respondent propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of tenders.
- A12.3 The Respondent shall submit as part of his/her tender, all relevant details of his/her production rate, water usage, truck requirements and any other information needed to enable the tender to be evaluated as described above.

A13. SITE MEETINGS

The Respondent shall attend site meetings when required. These meetings will be held under the chairmanship of the Transnet Representative or his/her deputy. When sub-Respondents are required to attend, the Respondent shall ensure their attendance.

A14. SITE BOOKS

A14.1 The Site Instruction Book shall have numbered sheets for receiving and recording instructions by the Transnet Representative and shall be clearly marked "Site Instruction Book".

A14.2 The site diary referred shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Respondent and Transnet Representative or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays that cannot be substantiated by reference to the site diary will not be considered.

A14.3 This site diary shall serve as a daily record of all relevant information concerning site conditions prevailing on site and herbicide application (where applicable) as required in terms of section 16 of Act 36 of 1947.

A14.4 Only persons authorised in writing by the Transnet Representative or Respondent may make entries in the site books.

A14.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Day Book".

A15. INFORMATION TO BE PROVIDED WITH TENDER

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

A15.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required ensuring performance as specified. With specific reference to the time limit stated in clause B3.2 to achieve the specified performance.

A15.2 Whether the Respondent 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.

A15.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A15.4 The Bill of Quantities and Prices must be completed in full.

A15.5 A list of registered products to be used in the work, supported by specimen labels, indicating:
Trade name

Generic name

Registration Number

Ingredients (type and content) as shown on the label

Application rates

The Transnet Representative's approval shall first be obtained for use of other herbicides.

A15.6 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and any other relevant information.

A15.7 A description of the methods to be used for the safe disposal of all chemicals, residual materials and containers utilised must be provided.

A15.8 **A copy of the certificate issued by the Department of Agriculture to certify that the Respondent or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted.**

A16. PENALTIES FOR LATE COMPLETION

The provisions pertaining to "penalties for late completion" shall not apply to this contract.

B1. SCOPE

- B1.1 The scope of the work consists of the cutting and clearing of veld grass, obstructing vegetation and listed invasive plant species, the control, eradication and maintenance of obstructing vegetation and eradication of listed invasive plant species and the trimming of trees with a diameter of more than 200mm as indicated in the Schedule of Quantities and Prices. This includes all trees and shrubs deemed threatening to normal operations in the station.
- B1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.
- B1.3 Failure to comply with the minimum performance proposed by the Respondent in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract.
- B1.4 The Respondent must obtain his/her own information regarding the extent, occurrence, and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

B2. DEFINITIONS

- B2.1 **Cutting and clearing** is achieved when all existing or potential growth of vegetation is cut to a maximum height of 150mm.
- The constituent parts of all plants occurring within the area of treatment cease to exceed 150mm in height.
 - The constituent parts of all plants (dead or alive) cease to exceed 150mm in height for the total duration of the contract.
 - There are no dead or dry remains of any vegetation within the treated area, which may constitute a fire hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

Control and eradication is achieved when all listed invasive plant species are permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

- The constituent parts of all listed invasive plant species occurring within the area of treatment cease to exist as living organisms or entities; and
- there are no dead or dry remains of any vegetation within the treated area, which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.

This constitutes a process that occurs on an **on-going basis** and not only at the time of measurement and payment inspections

B2.2 **Season** means the start of the growing season and normally starts October/commencement of the raining season each year but varies because of local climatic and rainfall conditions.

B2.2 **Spraying** means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other formulation.

B3. METHOD OF VEGETATION CONTROL

B3.1 The Respondent's methods and program shall provide rapid and effective control at all treated areas, Techniques, programming and chemicals employed shall therefore be directed at this aim. The Respondent shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

B3.2 The Respondent is to ensure that there will be no vegetation deviating from the standard as described in clause B2.1 and B4.1 within _____ calendar days from the start of the season through to the completion date of the contract.

B3.3 The Respondent shall not damage existing indigenous vegetation that is not threatening to the normal operation of on-track machinery and vehicles and he/she shall be held responsible for the full reinstatement thereof should avoidable damage of any nature occur.

B3.3 The type of herbicides and the methods of application to be employed are as specified by the Respondent per Part A and are subject to the approval of, and monitoring by the Transnet Representative.

Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.

B3.4 DISPOSAL OF VEGETATIVE MATERIAL

The Respondent at no additional cost shall remove all vegetative matter resulting from the Cutting and eradication of all vegetation. No disposal of vegetative matter may be done on adjacent lands.

Suitable areas and/or methods will be agreed to with the Transnet Representative on site prior to disposal of cut material.

Vegetative matter to be removed is not allowed to take place across the railway lines without the necessary protection in place, and agreed to by the Transnet Representative.

B4. STANDARDS OF WORKMANSHIP

B4.1 Vegetation control shall be such that there are no dry or dead remains of vegetation within the areas of control that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Transnet Representative.

Suitable areas and/or methods will be agreed to with the Transnet Representative on site prior to disposal of cut material.

B4.2 For this contract, the Respondent should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices, includes all work necessary, to achieve the required control

B4.3. OVERALL CONTROL

B4.3.1.

The overall standard of control to be achieved by the Respondent over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

$$Overall\ Control = \frac{(Worklots\ treated - Worklots\ rejected)}{Worklots\ treated} \times 100$$

The standard of "Overall Control" to be provided on each district by the Respondent shall be :

YEAR	1	2
Minimum % of the total work which shall comply with the standard of control for individual work-lots.	80	90

B4.3.2 Failure by the Respondent to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Respondent.

B5. PROGRAMME OF WORK

B5.1 The Respondent shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Transnet Representative for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender. This programme will be within the initial operational period allowed as per clause B3.2.

B5.2 The particulars to be provided in respect of the Respondent's vegetation program shall include but not be limited to the following:

- ◆ An assessment based on a proper site investigation of the types of vegetation to be controlled in the contract area.
- ◆ The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract.

B5.3 The Respondent shall conduct regular site investigations and monitoring procedures for the purpose of:

- ◆ ascertaining the existing vegetation and factors that could influence the work;
- ◆ monitoring the standard of vegetation control achieved;
- ◆ identifying any damage or hazards which may have been caused by the vegetation control operation; and
- ◆ planning of timeous execution of remedial work where control is not being achieved.

B5.4 The programme shall be based on the quantities shown in the Schedule of Quantities and Prices.

B5.5 In addition to the annual programme provided for in terms of B5.1 the Respondent shall submit daily working programmes to the Transnet Representative, 7 days in advance of the next working week, indicating the specific areas where the Respondent will be working each day of the week. Failure by the Respondent to submit a daily programme and/or deviating from it without notifying the Transnet Representative, preventing him/her from monitoring the Respondent's performance, may result in payment for such work being withheld.

B6. PERFORMANCE MONITORING AND EVALUATION

B6.1 The Respondent shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed vegetation control. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

B6.2 The Transnet Representative shall at any time during the operational periods carry out routine inspections of the Respondent's performance methods and procedures.

B6.3 The Transnet Representative **shall**, during the duration of the contract, carry out six official inspections of the work for the purpose of evaluating whether control, as defined, has been achieved and measuring progress.

The Transnet Representative will inform the Respondent 14 days in advance of the schedule of official inspections and will arrange the transport such that adequate space and time is available for the purpose of the inspection.

The inspections shall be performed visually and the Respondent shall not present or forfeit his/her right to dispute the measurements and evaluation of the Transnet Representative.

B6.3.1 The 1st inspection will take place after completion of the entire contract area and will be evaluated on the specified level of control as described in B2.1 and B4.1.

B6.3.2 The 2nd inspection will take place 60 calendar days after completion of the initial treatment and will be evaluated on the specified level of control as described in B2.1 and B4.1.

B6.3.3 The 3rd inspection will take place 90 calendar days after the completion of the initial treatment and will be evaluated on the specified level of control as described in B2.1 and B4.1.

B6.3.4 The 4th inspection will take place after completion of the entire contract area in the second season and will be evaluated on the specified level of control as described in B2.1 and B4.1.

B6.3.5 The 5th inspection will take place 60 calendar days after completion of the initial treatment in the second season and will be evaluated on the specified level of control as described in B2.1 and B4.1.

B6.3.6 The 6th inspection will take place 90 calendar days after the completion of the initial treatment in the second season and will be evaluated on the specified level of control as described in B2.1 and B4.1.

B6.3.9 During each of these inspections the stations treated will each be measured and evaluated. The area (square metre) in a station that does not comply with the specified level of control will be recorded as rejected.

B6.4 The rejection of areas that do not comply with the standard of control will be final and valid for that inspection in that particular year.

The Respondent may contest the rejection by the Transnet Representative of work performance only at the time and place of rejection.

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

B6.5 In the case where the Transnet Representative and the Respondent fail to agree on whether an area has failed. The area shall be recorded as a "disputed area" and the Respondent shall prepare an appropriate record of all disputed area in order that such disputes may be resolved by way of the disputes resolution procedures

B6.6 The Project Manager reserves the right to forego any inspection by giving the Respondent written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Respondent to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion, does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the control achieved and will not penalise the Respondent for that inspection.

B7. **REMEDIAL WORK**

B7.1 The Respondent shall carry out remedial work to all areas where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of dry or dead growth exceeding in height as specified. As well as any dry or dead growth forming a nuisance or hazard to Transnet Freight Rail Operations.

B7.2 The Transnet Representative may, at any time after the first measurement order the Respondent to carry out remedial action, to commence within 2 weeks after being so ordered,. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Transnet Representative for his/her approval. Failing to do so the Transnet Representative may arrange for such action to be carried out by others at the cost of the Respondent.

B8. **DAMAGE TO FAUNA AND FLORA**

B8.1 The Respondent 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 treated.

The Respondent 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.

B8.2 The Respondent 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 Respondent shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

B8.3 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 Respondent 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 Freight Rail property or as part of Transnet Freight Rail refuse.

B8.4 The Respondent shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

B8.5 Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.

B8.6 Certain protected plant species and desirable plants are not to be controlled or removed and this plant material will be identified by the Transnet Representative or his/her deputy) prior to the start of the Respondent's program.

B9. MEASUREMENT AND PAYMENT

B9.1 Payment will be based on the square metre treated as instructed by the Transnet Representative and to which the Respondent successfully applied the vegetation control measures and has achieved the standard of control defined in clause B2.1 and B4.1.

B9.2 No payment will be made for rejected areas where control achieved does not meet the standards of control specified.

B9.3 Measurement and payment for the work completed will be made in 6 stages as follows:

B9.3.1 After completion of the initial treatment of the entire contract area the Transnet Representative or his/her deputy and the Respondent will measure the work performed (square metre treated). This measurement takes place in concurrence with the first official inspection in accordance with clause B6.3.1. The Respondent will thereafter receive payment at 40% of the rates tendered for all of the approved completed work (excluding rejected work).

B9.3.2 A 2nd measurement and evaluation will be made concurrent with the 2nd official inspection conducted in accordance with clause B6.3.2. The Respondent will thereafter receive payment at 30% of the rates tendered for all areas where control as specified has been achieved.

- B9.3.3 A 3rd measurement and evaluation will be made concurrent with the 3rd official inspection conducted in accordance with clause B6.3.3. The Respondent will thereafter receive payment at 30% of the rates tendered for all areas where control has been achieved.
- B9.3.4 A 4th measurement and evaluation will be made concurrent with the 4th official inspection conducted in accordance with clause B6.3.4. The Respondent will thereafter receive payment at 40% of the rates tendered for all areas where control has been achieved.
- B9.3.5 A 5th measurement and evaluation will be made concurrent with the 5th official inspection conducted in accordance with clause B6.3.5. The Respondent will thereafter receive payment at 30% of the rates tendered for all areas where control has been achieved.
- B9.3.6 A 6th measurement and evaluation will be made concurrent with the 6th official inspection conducted in accordance with clause B6.3.6. The Respondent will thereafter receive payment at 30% of the rates tendered for all areas where control has been achieved.
- B9.4 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Respondent costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Respondent's profit, for all delay and consequential costs and for everything of whatever nature required of the Respondent for completion of the work included in the Contract.

No additional payment will be made for the procurement, handling transport and incidental costs in the amount tendered for the removal, treatment and disposal of trees and shrubs and other plant material which may occur as the result of removal / cutting.

MINIMUM CONTENTS FOR HEALTH AND SAFETY PLAN AND PLANTS/ EQUIPMENTS

The contractors tendering for this project shall take note of the following when compiling Safety, health and environmental plan. Specification for works on, over, under or adjacent to railway lines and near high voltage equipment. **(E7/1 July 1998)** and shall have part A and B of Health and safety Plan as outlined below.

1. SHE Management Structure

- 1.1. Construction Work Supervisor (Construction Regulation 6)
- 1.2. Subordinate Construction Work Supervisor (Construction Regulation 6)
- 1.3. Construction Safety Officer (Construction Regulation 6(7)).
- 1.4. List of Contractors already appointed - List to be revised at least monthly.
- 1.5. Health and Safety Representative (Section 17 of OHS Act).

2. SHE Organisation

- 2.1 Health and Safety Committee.
- 2.2. Composition.
- 2.3 Frequency of Meetings.
- 2.4 Minutes of meeting.
- 2.5 Legal Compliance Audits.
- 2.6. Audit Report.
- 2.7 Frequency of Audits.
- 2.8 Findings and Analysis.
- 2.9 Corrective Action.

3. Risk Assessment/ Management

- 3.1. Hazard descriptions.
- 3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 3.3 Risk Assessment (Construction Regulation 7)

4. Education and Training

- 4.1. Induction training (Construction Regulation 7(9))
- 4.2. Site Specific Training.
- 4.3. Certificate of Competence.

5. Emergency Planning – Evacuation plan

- 5.1. Client procedure.
- 5.2. Site Procedure.

6. Health and Safety Communications

- 6.1 Safety/Toolbox talks.
- 6.2 Incident Recall.

7. Safe Working Procedures and Methods

- 7.1 Method Statements.
- 7.2 Safe Operating Procedures.
- 7.3 Task/Job observations.

8. Personal Protective Equipment and Clothing

- 8.1 PPE required after all other controls have been considered.
- 8.2 PPE proof of issue.

9. Project security

- 9.1 Security risks identified.
- 9.2 Access control.

Part B. 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)

- 1. Control of Dust.
- 2. Noise Pollution Control.
- 3. Waste management.
- 4. Environmental Incident Management (Sect 28 NEMA and Sect 20 National Water Act).
- 5. Contamination of surface and underground water.
- 6. Soil Contamination.
- 7. Storm Water Drainage.
- 8. Environmental Clean-up and Rehabilitation.

10. Equipment/Plants' requirement for the purpose of this contract.

- 10.1. 10 x Brushcutters
- 10.2. 10 x Rakes
- 10.3. Van or 1 ton Truck
- 10.4. 4 x Industrial brooms
- 10.5. Knapsack

SECTION 4**PRICE SCHEDULE**

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

Stations	Area (m²)	Rate per (m²) Year 1	Total for Year 1	Rate per (m²) Year 2	Total for Year 2	Total for 2 Years
WATERVALBOVEN (GRASS)	400000					
LYDENBURG(GRASS)	400000					
STEELPOORT(GRASS)	160000					
SPRAYING NOXIOUS WEEDS	1000					
TRIMING OF TREES WITH DIAMETER > 200 mm	100					
Sub-Total Excluding VAT						
VAT 14%						
Total						

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.

Respondent's Signature

Date & Company Stamp

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 _____

2 _____
Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20__

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

Section 6: SUPPLIER DECLARATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent’s bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company’s shareholding/director’s portfolio
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. **A valid and original** B-BBEE Verification Certificate **sworn affidavit or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice; **Certified copy** of valid Company Registration Certificate [*if applicable*]

Note: No agreement shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order

Company Trading Name											
Company Registered Name											
Company Registration Number Or ID Number If A Sole Proprietor											
Form of entity	<input type="checkbox"/>	Trust	<input type="checkbox"/>	Pty Ltd	<input type="checkbox"/>	Limited	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>
How many years has your company been in business											
VAT number (if registered)											
Company Telephone Number											
Company Fax Number											
Company E-Mail Address											
Company Website Address											
Bank Name				Branch & Branch code							
Account Holder				Bank account number							
Postal Address									Code		
									Code		
Physical Address									Code		
									Code		

Respondent’s Signature

Date & Company Stamp

Contact Person					
Designation					
Telephone					
Email					
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million
Does Your Company Provide	Products		Services		Both
Area Of Delivery	National		Provincial		Local
Is Your Company A Public Or Private Entity			Public		Private
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No
Main Product Or Service Supplied (E.G.: Stationery/Consulting)					

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate		Yes		No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

Transnet Contact Person					
Contact number					
Transnet operating division					

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone	

Respondent's Signature

Date & Company Stamp

Section 7: LIST OF PROPOSED PRODUCTS TO BE USED

List of proposed products to be used in the execution of this agreement in terms of the Agreement Conditions and specifications (SABS registered Products), (minimum of 4 sterilants, 4 systemic products and 4 mixtures)

(i) Sterilants products (4):

(ii) Systemic products (4):

(iii) Mixtures (4):

"PREVIEW COPY ONLY"

Section 8: METHOD STATEMENT

Respondents are required to complete the following schedule:

Number of teams to be used _____

Working Rates:

Square meters/ HA per day _____

Details and functions of personnel that is going to carry out the work :

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Details of a program in a line with a diagram/ bar chart format according to schedule of quantities MUST BE PROVIDED as well as a follow up program.

If it not provided, it will have a negative influence on your scoring.

"PREVIEW COPY ONLY"

Section 9: CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION

Clause Nr	Comply	Does Not Comply	Comments
A1			
A1.1			
A1.2			
A1.3			
A1.3			
A1.4			
A1.5			
A2			
A2.1			
A2.2			
A3			
A4			
A5			
A6			
A7.1			
A8			
A9			
A9.1			
A9.2			
A9.3			
A9.4			
A10			
A10.1			
A10.2			
A10.3			
A11			
A11.1			
A11.2			
A11.3			
A11.4			

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Respondent's Signature

Date & Company Stamp

A11.5			
A12			
A12.1			
A12.2			
A12.3			
A13			
A14			
A14.1			
A14.2			
A14.3			
A14.4			
A14.5			
A15			
A15.1			
A15.2			
A15.3			
A15.4			
A15.5			
A15.6			
A15.7			
A15.8			
A16			
B1			
B1.1			
B1.2			
B1.3			
B1.4			
B2			
B2.1			
B2.2			
B3			
B3.1			
B3.2			

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Date & Company Stamp

B3.3			
B3.4			
B4			
B4.1			
B4.2			
B4.3			
B4.3.1			
B4.3.2			
B5			
B5.1			
B5.2			
B5.3			
B5.4			
B5.5			
B6			
B6.1.			
B6.2			
B6.3			
B6.3.1			
B6.3.2			
B6.3.3			
B6.3.4			
B6.3.5			
B6.3.6			
B7			
B7.1			
B7.2			
B8			
B8.1			
B8.2			
B8.3			
B8.4			
B8.5			

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

B8.6			
B9			
B9.1			
B9.2			
B9.3			
B9.3.1			
B9.3.2			
B9.3.3			
B9.3.4			

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

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 be 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.

- 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.

"PREVIEW COPY ONLY"

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....