



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION No: CRAC-LSE 21235

**FOR THE PROVISION OF TREE FELLING SERVICES ON AN AS AND WHEN
REQUIRED BASIS FOR A PERIOD OF TWO YEARS (24
MONTHS)**

**FOR DELIVERY TO: CATORIDGE TO NEWCASTLE AND LADYSMITH TO
HARRISMITH**

ISSUE DATE: 20 MAY 2016

CLOSING DATE: 06 JUNE 2016

CLOSING TIME: 12:00

SITE MEETING: NO COMPULSORY MEETING WILL BE HELD

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: [Hand, post and/or courier]
CLOSING VENUE: Chairman Transnet Freight Rail Acquisition Council
Supply Chain Services Office
Block D
100 Eel Road
Bayhead, Durban 4001
Tender Box

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 **80/20** 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.

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

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

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

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

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

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

10. Specification/Scope of Work

Annexure B

11. National Treasury Central Supplier Database registration

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

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

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

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

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

- Step 7: Complete contact information
- Step 8: Complete address information
- Step 9: Complete bank account information
- Step 10: Complete tax information
- Step 11: Complete directors/members information (if non-CIPC company)
- Step 12: Complete associations (if relevant)
- Step 13: Complete commodities information
- Step 14: Complete B-BBEE information (future phase)
- Step 15: Maintain users
- Step 16: Complete notification information
- Step 17: Complete accreditations
- Step 18: Click on submit
- Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

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

to

TIP-OFFS ANONYMOUS : 0800 003 056

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**RFQ FOR THE PROVISION OF TREE FELLING SERVICES ON AN AS AND WHEN
REQUIRED BASIS FOR A PERIOD OF TWO YEARS (24 MONTHS)
CLOSING VENUE: DURBAN
CLOSING DATE & TIME: 06 JUNE 2016 @ 12H00
VALIDITY PERIOD: 90 Business Days**

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> • PCO Certificate for Herbicide (Noxious Weed Control for non- industrial use) • Key Personnel Operators Identification & Qualification (First Aider, Supervisor on site and relevant machinery Operators Certificate) • Compliance to Specifications
Functionality Threshold	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of 70%. Technical Ability (40%) & Previous Work Experience (60%) will be considered as part of the technical evaluation[refer to Annexure C – Technical/Functional Scoring criteria]</p> <p>NB: Bidders must obtain minimum threshold of 70% in order for them to go through the next stage. Failure to achieve this will lead to automatic disqualification.</p>

Respondent's Signature

Date & Company Stamp

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<p>Final weighted evaluation based on 80/20 preference point</p>	<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.
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2 Validity Period

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

This RFQ is valid until.....

3 Disclosure of Prices Quoted

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

YES NO

4 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
- Identification & Qualification	
- PCO Certificate for Herbicide (Noxious Weed Control for Non-Industrial Use)	

Returnable Document

Mandatory Returnable Documents	Submitted [Yes or No]
- ANNEXURE B – Technical Criteria Questionnaire	

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 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

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.

Returnable Document

SECTION 3 QUOTATION FORM

I/We _____

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

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

Item No	Description of Goods /Services	Unit (ZAR)	Rate per Tree (ZAR)
1	Tree felling, stacking, trimming and removal of trees (Catoridge to Newcastle)		
1.1	Cut trees- (200mm – 500mm) inclusive of removal	Each	
1.2	Cut trees (500mm and above) inclusive of removal	Each	

Respondent's Signature

Date & Company Stamp

Returnable Document

2.	Tree felling, stacking, trimming and removal of trees (Ladysmith to Harrismith)		
2.1	Cut trees (200mm – 500mm) inclusive of removal	Each	
2.2	Cut trees (500mm and above) inclusive of removal	Each	

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

Notes to Pricing:

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

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

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

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

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

 Respondent's Signature

 Date & Company Stamp

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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: _____

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SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify

that:

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

Respondent's Signature_____
Date & Company Stamp

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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: _____

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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 _____ —

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**RFQ FOR THE PROVISION OF TREE FELLING SERVICES ON "AS AND WHEN BASIS"
FOR A PERIOD OF TWO YEARS (24 MONTHS)**

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

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- 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

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or bequeathed to a trustee to administer such property for the benefit of another person; and

2.19 **"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 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]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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- 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 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned 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.
- 4.8 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.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as

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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.

- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 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 Contributor _____ = _____ [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?

.....

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-
 %
 (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

.....
 Respondent's Signature

.....
 Date & Company Stamp

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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.

WITNESSES:

1.

.....

2.

.....

SIGNATURE OF BIDDER

DATE:.....

COMPANY

NAME:

.....

ADDRESS:.....

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ANNEXURE: B**A.1 SCOPE OF WORK****A.2 DEFINITIONS****A.2.1. TREE CATEGORIES**

All identified trees within the areas indicated must be felled.

A.2.2. ACCEPTABLE CONTROL

Trees will be deemed cut when the stump height is not more than 300mm above the ground level

A.3 PROGRAMME OF WORK

The contractor shall within seven [7] days of handing over or signing the site access certificate, provide a programme of his intended activities.

A.4 COMPLETION OF WORK

The work is to be completed within the time period depicted. See letter of appointment.

A.5 PRIORITY OF WORK

The Contractor will be required to commence work as per agreement.

A.6 ACCESS TO SITE

The contractor shall satisfy him/herself fully as to the nature and extent of the site and works during the site inspection. Access to the site may only be done by means of established maintenance roads. No new roads or any illegal level crossings may be built.

A.7 SITE ACCESS CERTIFICATE.

Before the contractor may commence with the contract, he must be in possession of a **Site Access Certificate**. A safety awareness briefing session will be held with his/her staff.

A.8 TRESSPASSING ON PRIVATE PROPERTY

Furthermore the contractor shall be responsible for all damages resulting from his failure to comply with requirements.

A.9 SCHEDULE OF QUANTITIES

Rates to be submitted in black ink against all scheduled items.

A.10 CONDITIONS OF CONTRACT

No tender will be considered unless the contractor certifies that he/she has acquainted him/herself with all these documents and attended the site inspection.

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A.11 PROJECT MANAGER

For the purpose of this contract, the "Project Manager" shall be the duly appointed Transnet employee of at least middle management grading, or any persons lawfully acting in that capacity. Only instructions issued by him, or the applicable Supervisor, to the contractor is allowed.

A.12 INDEMNITIES AND INSURANCE

A.12.1 The contractor shall take every precaution not to cause damage to property or injury to any person as a result of his execution of the work.

A.12.2 In the case where a risk of legal liability for accidental death of or injury to third persons and or accidental loss of, or damage to third party property may arise out of the contract work, the contractor shall arrange for such public liability insurance, and provide evidence of same to Transnet.

A.12.3 The Contractor shall insure against loss of or damage to his/her own machinery, tools, equipment, materials and site establishment and any consequential financial losses arising from such damage. This insurance is to be maintained in force during the entire period of the contract. The Contractor shall likewise arrange his/her own insurance in respect of motor vehicle liabilities and employer's common law liabilities of the Contractor.

A.13 SAFETY ON SITE

A.13.1 Transnet Freight Rail will not be held responsible for any losses, damage or injury to workmen while working on Transnet Freight Rail property.

A.13.2 The Contractor shall comply with the provisions of the Occupational Health and Safety Act (Act 85 of 1993). For the purpose of this Act, the site/s occupied by the Contractor is transferred, for the duration of the Contract, to the control of the Contractor, as if it is his/her property. As employer, he/she is in every respect responsible for compliance with the provisions of this Act.

A.13.3 The contractor shall, in particular, comply with the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993). The contractor shall produce proof of his/her registration and good standing with the Compensation Commissioner of the act. This proof shall be submitted with the return of these documents during the tender stage.

A.13.4 The E7/1 (July 1993) Specification for Works On, Over, Under or Adjacent to Railway lines and near High Voltage Equipment, shall form an integral part of this contract.

A.13.5 The Contractor is to ensure that the area where work is in progress is cordoned off, with hazard tape to prevent all persons not required for the cutting and removal of the vegetation and trees from entering into the area.

A.13.6 The contractor must at all times ensure that his staff working next to the railway track wears reflective clothing. It is also recommended that a competent person is appointed who will keep all the contractors staff aware of train movements. It is also recommended that he use a warning device, e.g. a siren or a whistle etc. The staff must be made aware of the fact that the railway tracks are multi-directional.

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A.13.7 Before the successful contractor can commence with this contract, a Safety awareness Briefing session will be held with him/her and all staff that will be working on this contract. On the completion of the information session, the contractor will be asked to sign a document indicating his understanding of the dangers working next to the railway track and overhead traction lines. Refusal to sign this document can cause the contract to be cancelled by Transnet Freight Rail.

A.14 PERSONAL SAFETY EQUIPMENT

The following safety equipment shall be worn by staff operating in the vicinity of the:

A.14.1 Chain saws

Safety chainsaw trousers- ballistic padding

SABS approved Safety hard hats

A.15 COMPLIANCE WITH STATUTES

A.15.1 The Contractor's method applied for felling of the trees, including the procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all the applicable legislation, Codes of Practise and local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilisers farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substances 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 73 of 1998).
- e) The Environmental Conservation Act (Act 73 of 1989).
- f) SABS Code of Practise No. 0-206-1985 "Safety Procedures for the disposal of surplus pesticide and associated toxic waste".
- g) Conservation of Agricultural resources Act (Act 43 of 1983) (CARA) as amended.
- h) Common law of nuisance.
- i) Mountain Catchment Area Act (Act 63 of 1970).

A.15.2 The Contractor's shall apply herbicides, as directed by Transnet Horticulturist who is 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.15.3 Declared weeds and declared plant invaders means Category 1, 2 & 3 plants that are proclaimed under the Conservation of Agricultural Resources Act (Act 43 of 1983), listed in regulation 15.

A.16 AUTHORISED PERSONS

Only persons authorised by the Supervisor or Contractor may make entries in the site dairy & site instruction books.

A.17 INCOMPETENT EMPLOYEES

Any person employed by the Contractor on the Works, who is in the opinion of the Project Manager or his designated representative, incompetent, or who may act in any improper manner may be discharged from the Works. Such a person shall not

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again be employed on the Works, without the permission of the Project Manager.

A.18 MATERIALS

The contractor shall be responsible for the supply and safe storage of all materials and equipment required by him/her, to execute the work. The contractor shall take cognisance of all agricultural and environmental factors, which may be affected by the use of any chemical, and he/she shall take all necessary precautions to ensure safe and effective use thereof. Notwithstanding the Engineer's approval for the use of any chemical substance, the Contractor shall be solely responsible for any damage, whatsoever, which may arise through its use.

A.19 CABLES

At all times, the contractor must ensure that the workers do not damage any of the Transnet cables that are found in our servitude. The cables will be found either buried close to the boundary fence (posts are painted yellow) or running in cable ducts. The sleeved cable ducts, in cuttings or embankments, are normally found running from the fence towards the apparatus case. The ducts are usually at right angles to the track. The contractor must also ensure that the potential for damage by fire is removed. After the contractor has cut down trees, branches, bug weed etc, no vegetation must be left within 2 metre of the painted fence or these cable ducts.

A.20 OCCUPATIONS

Transnet will arrange for the occupation of the track and/or overheads, if deemed necessary. This will only be arranged if there is a possibility of damage to the track and/or overhead power lines. Occupations must be applied for, a minimum of 28 days before time. Occupations will only be granted for the period 09:00 to 15:00- Monday to Friday. The contractor can utilise the period before and after occupation to fell smaller trees and cut up any felled trees.

A.21 PERMIT

In the event of an occupation being taken, the contractor is to ensure that he/she appoints a responsible person who will sign the permit given to him/her by Transnet staff. The area the contractor is allowed to work will be indicated to him/her, and at no stage may he/she stray from this designated area. At all times, the person who signed the permit must be on site. Any failure to comply with these instructions will result in the works being stopped immediately.

A.22 CONSTRUCTION

A.22.1 SITE CONDITION AND ACCESS

The contractor shall make due allowance for work being carried out adjacent to fences, buildings and walls. The Contractor will be held responsible for any damage caused. Any repairs for damages etc will be to the Contractors account.

Returnable Document**A.22.2 DISPOSAL OF VEGETATIVE MATERIAL**

The Contractor at no additional costs shall remove all vegetative matter resulting from the cutting of grass, shrubs and trees. The contractor is to ensure that no vegetative matter is deposited into gullies, concrete channels or storm water drains. No disposal of vegetative matter may be done on adjacent lands. All litter/refuse found on site will be collected, and be deposited at a legal registered municipal dump/landfill site

A.22.3 METHOD OF VEGETATION CONTROL

Under no circumstance will burning of grass or leaves be allowed as a means of vegetation control. The making of fires on Transnet property, for whatever purpose, is strictly prohibited.

A.23 HOURS OF DUTY

Work can only be carried out during the daylight hours of the week, between 07h00 and 16h00. When the contractor intends performing work on a weekend or a public holiday, the Project Manager or his designated representative must be notified well in advance. The area where work will be performed must also be conveyed to him.

A.24 ACCOMMODATION

No staff member of the contractor is allowed to sleep on Transnet Property.

A.25 VALUE ADDED TAX

VAT at the ruling percentage shall be paid separately on an add-on basis on the value of work paid should Contractor be registered. Proof of VAT registration certificate must be submitted with tender.

A.26 MEASUREMENT AND PAYMENT**A.26.1. BASIC PRINCIPALS**

A.27.1.1 The unit of measurement for the contract will be a lump sum total.

A.26.1.2 No additional payment will be made for the supply and application of materials and equipment. The Contractor shall therefore make due allowance for all procurement, handling, transport and incidental costs in the amounts tendered for the removal of all refuse from the site.

A.26.2 PAYMENT

The total amount tendered, will be paid after an inspection and the production of a valid Tax Invoice for this amount.

Payment will be processed within terms of Transnet's P2P Policy.

Contractor submission	ANNEXURE C
	The minimum qualifying threshold will be 70%

ANNEXTURE A	
Technical Criteria	Specification
Technical ability	Contractor to state type , quantity of vehicles, machinery and equipment on hand to complete the job . Contractor to state where the company HQ is located
Previous work experience	Total Relating to vegetation control Previous experience within a Railway track Safety Environment Supply project Managers contact details, period worked and vendors code. 4 years or more (Supply Project Managers contact and designation details as reference) or 2-3 years experience (Supply Project Managers contact details) or 1 year to no experience
	Total max

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Contractor submission (to be completed by contractor and returned with Document)

TECHNICAL ABILITY

	Quantity of Vehicles and Machinery
Vehicles	
Heavy-duty trucks,	
LDV's	
Machinery	
Chainsaws	
Equipment	
Knapsack sprayers	
Firefighting gun	
Motorised sprayers	
Geographical	
Company headquarters (Physical address)	

PREVIOUS WORK EXPERIENCE

Transnet	
References	Contact details
1)	
2)	
Other organisations	Name
Name of company	
Reference person	
Name of company	
Reference person	
Name of company	
Reference person	

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IDENTIFICATION AND QUALIFICATION

Supervisor	
Name	
ID Number	
Contact details	No. of staff certified
Chainsaw operators certificate	
Herbicide operator certificate	
Drivers licence code	
first Aider on site: certificate	
Named PCO certificate holder on site for non-industrial weed control	