

Transnet, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: CRAC EFQ 21704

**FOR THE PROVISION OF: CLEANING OF EXISTING CONCRETE DRAINS AND
CULVERTS AT ISANDO SECTION**

FOR DELIVERY TO: ISANDO
ISSUE DATE: 13 JUNE 2016
BRIEFING DATE: 22 JUNE 2016
**BRIEFING VENUE: TECHNICAL SUPPORT, INFRASTRUCTURE MAINTENANCE,
ISANDO**
BRIEFING TIME: 11:00AM
CLOSING DATE: 28 JUNE 2016
CLOSING TIME: 10:00

For direction to briefing, please contact Jabulani Lebeso on 086 687 3529
Jabulani.Lebes@transnet.net

**PLEASE BRING THE VALID TENDER DOCUMENT ON THE DAY OF BRIEFING, ALSO ENSURE
THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST TO SITE.**

**PLEASE NOTE THAT IF YOU DON'T BRING VALID TENDER DOCUMENT, SAFETY
BOOTS AND REFLECTIVE VEST YOU WILL NOT BE ALLOWED IN THE BRIEFING
SESSION AND ACCESS TO SITE.**

SUBMISSIONS SHOULD BE IN DUPLICATE HARD COPIES [1 ORIGINAL AND 1 COPY]

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: Courier or delivered into the tender box at the closing venue below
CLOSING VENUE: The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box
 on the Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown

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 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: Makabelo Motokoa Email: Makabelo.Motokoa@transnet.net
 Telephone: 011 584 1174

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

Name	Email address	Telephone	Fax
Lolo Sokhela	Lolo.sokhela@transnet.net	011 544 9494	011 774 9189
Thuli Mathebula	Thuli.mathebula@transnet.net	011 544 9497	011 774 9129

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

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

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

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

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

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

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

10 Specification/Scope of Work

Please refer to **Annexure B**

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

TIP-OFFS ANONYMOUS : 0800 003 056

<p style="text-align: center;">RFQ FOR THE PROVISION OF: CLEANING OF EXISTING CONCRETE DRAINS AND CULVERTS AT ISANDO SECTION</p> <p style="text-align: center;">CLOSING VENUE: THE SECRETARY, TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL, TENDER BOX ON THE GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN</p> <p style="text-align: center;">CLOSING DATE & TIME: 28 JUNE 2016</p> <p style="text-align: center;">VALIDITY PERIOD: 90 Business Days</p>

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 <ul style="list-style-type: none">• All returnable documents• Bidder to register with the National Treasury Central Supplier Database
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none">• Schedule of work• Quality control plan• Risk assessment and safety plan• Compliance to specification
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none">• Pricing and price basis [firm]• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.
This RFQ is valid until 01 November 2016.

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	
ANNEXURE C: Compliance to Specification (Clause by Clause)	
- Schedule of work	
- Quality control plan	
- Risk assessment and safety plan	

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

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

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

Respondent's Signature

Date & Company Stamp

RFQ SITE MEETING

A COMPULSORY BRIEFING SESSION WILL BE HELD AT THE FOLLOWING VENUE:

Venue: Technical Support, Infrastructure Maintenance, Isando

Time: 11:00 AM

Date: 22 JUNE 2016

The briefing session and site inspection meeting are compulsory and companies not attending **will be excluded** from the tendering process.

ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

.....

TRANSNET'S REPRESENTATIVE

DATE :.....

.....

TENDERER'S REPRESENTATIVE

DATE :.....

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE BRIEFING SESSION WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

SECTION 3

QUOTATION FORM

I/We _____
hereby offer to supply the 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.

Respondent's Signature

Date & Company Stamp

Price Schedule

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

SCHEDULE OF WORK AND PRICES					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	CLEANING OF DRAINAGES				
	Between Sybrand and Withok	m	15100		
	Between Cowelsdam and Withok	m	9300		
	Between Marieshoop and Hartebeest	m	8150		
	Between Springdale and Sentraal	m	3600		
	Between Ystervarkfontein and Sentraal	m	7400		
	Between Bronkhorsfontein to Varkfontein	m	5300		
	Between Hartebeest and Springdale	m	800		
	Between Cowelsdam and Zesfontein	m	15230		
	Between Zesfontein and Katbosfontein	m	14890		
	Sentrarand yard	m	8496		
	Between Ystervarkfontein and LUD	m	21800		
	Between Welgedacht and Slimesdam	m	7250		
	Between Welgedacht and Ogies	m	1600		
	Between Springs and Nigel	m	2750		
	TOTAL EXL. VAT				
	VAT				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	CLEANING OF CULVERTS				
	Between Sybrand and Withok	m ²	1360		
	Between Withok and Zesfontein	m ²	680		
	Between Marieshoop and Hartebeest	m ²	480		
	Between Hartebeest and Springdale	m ²	240		
	Between Springdale and Sentraal	m ²	400		
	Between Sentraal and Bronkhorstfontein	m ²	80		
	Between Ystervarkfontein and Sentrarand	m ²	840		
	Sentrarand yard	m ²	800		
	Between Ystervarkfontein and LUD	m ²	920		
	Between Springs and Ogies	m ²	1720		
	Between Springs and Nigel	m ²	960		
	Between Springs and Trichard	m ²	1980		
	Between Delmas and Hawerklip	m ²	560		
	Removal of existing spoil along the drainages	m ²	28800		
	TOTAL EXL. VAT				
	VAT				
TOTAL CARRIED FORWARD TO SUMMARY					

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.

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. The following documents all of which are available on Transnet’s website or upon request:
 - 1.1. General Bid Conditions;
 - 1.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 1.3. Supplier Integrity Pact;
 - 1.4. Non-disclosure Agreement; and
 - 1.5. 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 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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 _____

**RFQ FOR THE PROVISION OF
CLEANING OF EXISTING CONCRETE DRAINS AND CULVERTS AT ISANDO SECTION
FOR A PERIOD OF 12 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 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
- 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

- 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 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?%
- (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.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

ANNEXURE B: SPECIFICATION



INFRA MAINTENANCE

SPECIFICATION

**TECHNICAL SUPPORT SPECIFICATION
ON CLEANING OF CONCRETE DRAINS AND
CULVERTS AT ISANDO SECTION**

Circulation Restricted To: Transnet Freight Rail, Contractor Appointed

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PROJECT SPECIFICATION

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PART B : TECHNICAL SPECIFICATIONS

PART A

GENERAL SPECIFICATIONS

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 - A1.2. Duration of contract
- A2. DEFINITIONS
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- A4. TO BE PROVIDED BY TRANSNET FREIGHT RAIL
- A5. TO BE PROVIDED BY THE CONTRACTOR
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- A14. APPLICABLE SPECIFICATION

A1. SCOPE OF WORK

A1.1. DESCRIPTION OF WORK

This contract covers the specifications for cleaning of existing concrete drainage channels and culverts, removal of spoil material up the cutting along Isando Sections. The section comprises of various lines i.e. Trichardt, Ogies, Nigel, LUD, Sentrarand, Springs and Welgedag. The works are required to be undertaken in accordance with the specification. The Works, described more specifically in Part B of this project specification, generally consists of the following:

- Cleaning of culverts and concrete drainage channels;
- Removal of spoil material in the culverts and drains;
- Unblocking of blocked culverts and concrete drains;
- Loading of spoil material into bags and taking all the bags to dumping site;
- Cutting of grass along the concrete drainage channels.

A1.1.2. DURATION OF CONTRACT

The Contractor must submit the schedule of works together with the tender, stipulating the duration for the works to be executed. This contract shall not be longer than the stipulated duration of 12 months on as-an-when basis from the commencement date. The Technical Officer (TFR) will advise the Contractor on the type of occupation that needs to be applied for in order to avert any train disruptions. Transnet Freight Rail reserves the right to cancel the contract if the standard of workmanship and accuracy as specified in the Technical Specifications of this document is not achieved. Such termination can be done by the sole discretion of the Project Manager in conjunction with the Depot Engineer and the Infra Manager and will be done in writing.

A2. DEFINITIONS

For the purpose of this contract,

Project Manager: Means a person appointed by the Depot Engineer for the period of this project, to supervise and take charge of all contractual matters relating to this project.

Technical Officer: Refers to any person appointed by the Project Manager who shall be on site from time to time, so as to ensure the quality and the smooth running of the project.

A3. PROGRAM OF WORKS

The Contractor shall include with his tender a preliminary program of the work. The program shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed. This program must be accompanied by a detailed personnel composition and level of skills for every phase of the project.

The contractor is to stipulate if any phases of the contract needs full occupations, to enable the Depot to arrange with the NCC timeously. The Project Manager shall supply the Contractor in writing a confirmation of occupation dates as soon as National Occupation Office (NCC) has approved them. The Contractor must then supply a detailed construction program, which ties in with the occupation dates.

A4. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

- Arrangement with landowners and statutory authorities regarding access and other statutory requirements

A5. TO BE PROVIDED BY THE CONTRACTOR

- The provision of all labour and the operation of all plant, equipment and material resources as per schedule of quantities to complete the works in accordance with the specifications and all contract requirements.
- All arrangements regarding water and sanitation requirements for the duration of the contract.
- The Contractor must make his own arrangement for accommodation of his staff.
- Three qualified flagmen for the duration of the contract.
- Three walky-talkies
- A cell phone onsite for communication with respect to train operations

A6. SITE OFFICE AND SITE BOOKS

The Contractor shall provide a site office if possible. The Contractor shall provide a triplicate site instruction book and a site diary, which must remain on the site for the duration of the project. The Contractor shall complete the daily site diary and a detailed description of the work done shall be recorded on a daily basis. Neither of these books shall be removed from the site without the permission of the Project Manager or the Technical Officer on site.

A7. SITE MEETINGS

The Contractor shall attend all site meetings convened by the Project Manager or Technical Officer. The purpose of such meetings shall be to discuss progress, delays, materials, deviations from scope, safety related matters, conditions, specifications, etc. The meeting will be held under the chairmanship of the Project Manager or Technical Officer.

Preferable days will be discussed and agreed with the Contractor for the meetings. The following people shall attend such a meeting: Project Manager, Technical Officer, and the Contractor's Project Manager or/and his Site Agent, other department's representatives and any other person whom shall be deemed necessary to attend such a meeting.

A8. PROTECTION OF AND CONNECTION TO EXISTING SERVICES

The Project Manager or Technical Officers shall be responsible for locating and pointing out existing services to the contractor. The contractor shall then take full responsibility for the protection of such services during construction. Should any service be damaged during the course of the works, the Project Manager shall be notified immediately. The Contractor will be held responsible for damage to known existing services caused by or arising out of his/her operations and any repair shall be done at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

A9. SITE FACILITIES

A9.1 Contractor's camp

The contractor shall make his own arrangements for suitable housing of his employees. Where temporary housing is permitted by the Project Manager or Technical Officer on TFR Reserve, the contractor shall provide a suitable sanitation, lighting and potable water supplies. The contractor may, where available and subject to the approval of the Project manager, use TFR campsites and sanitation services. Fouling of the area inside or outside of TFR boundaries must be prevented. The contractor may be called upon by the Project Manager to dispose any foul or waste matter generated by the contractor. TFR will not provide security for contractor's assets.

The accommodation of the supervisory and labour employees shall be in accordance with the regulatory and statutory requirements of the Local Authorities. No Project Manager's office is required for this project.

All buildings used by the Contractor as offices, storage facilities; workshops, sheds and sanitary facilities must be of a temporary nature. Sufficient facilities only for the purposes of this contract must be supplied. The Contractor will be required to demolish, and clear up site at completion of contract.

A9.2. Water Supply and Electricity

The Contractor shall make his own arrangements for the supply of water and electricity to the proposed campsite. Where available the Contractor may apply to the Project Manager for permission to use TFR's water and electricity supply. All costs for making it available as well as usage will be to the Contractor's account.

A10. MEASUREMENT AND PAYMENT CERTIFICATE

The units of measurement will be as indicated in the Schedule of quantities against each activity. Payment will be calculated according to the actual items completed as per items in the Schedule of Quantities. The claim for payment to the Contractor will be set out on a typed form similar to the Schedule of Quantities. Payment to the Contractor shall be made at the end of each calendar month. The Contractor shall submit a payment claim at the end of each month, the Project Manager will verify items claimed against actual item completed and where necessary adjustment shall be made and payment carried out.

A.11 PAYMENT FOR ITEMS UNDER GENERAL

A.11.1 Site de-establishment

Payment for this item will be made when site de-establishment has been completed and the whole site left in a neat and tidy manner. In case where Contractor was allowed to utilize Transnet reserve as camp site, he will have to clear and clean the area to the satisfaction of the Project Manager before any payment of this item will be made.

A.11.2 Escalations

Time related obligations and general items will not be subjected to escalation and payment will be made on a monthly basis.

A.12. PENALTIES FOR LATE COMPLETION

Should the Contractor fail to complete the works during the contract period, or/and activities on critical path, calculated from the time of notification, penalties of R250.00 per working day shall apply in terms of the conventional Penalties Act of 1962 (as amended).

A.13. INDEMNITIES AND INSURANCE

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

TFR will ensure, in the joint names of Transnet Freight Rail and the Contractor, against all legal liabilities which may arise from the accidental death of or injury to third party persons and/or accidental loss of, or damage to third party property in the course of the Contractor's execution of the work.

The insurance policy will be for an indemnity limit as stated in the policy and will be maintained in force during the entire period of the contract.

The insurance to be provided will have a cross liabilities cover in respect of which each party shall be separately indemnified in respect of claims made by any one of them against the other as though a separate policy has been issued to each of them.

The Contractor shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage.

This insurance is to be maintained in force during the entire period of the Tender. The Contractor shall likewise arrange his own insurance in respect of motor vehicle liabilities and employer's common law liabilities of the Contractor.

A.14. APPLICABLE SPECIFICATIONS

In so far as they apply and they are not inconsistent with the terms of this specification, the following specifications will form an integral part of this project. In case where these specifications and other extracts are contrary or inconsistent with this project specification, the project specification will rule over them. Where only extracts are supplied the whole document can be obtained from the Transnet freight rail representative (i.e. Project Manager/ Technical Officer).

- A.14.1 **E4B:** Minimum Communal Health Requirements in areas outside the jurisdiction of a local authority.
- A.14.2 **E4E:** Safety arrangements and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and Regulations.
- A.14.3 **E7/1:** Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.

For technical specifications: - Refer to Part B
TRANSNET FREIGHT RAIL (A division of Transnet LTD.)

PROJECT: CLEANING OF CONCRETE DRAINAGES AND CULVERTS IN ISANDO SECTIONS

PART B: TECHNICAL SPECIFICATIONS

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- B3. SAFETY
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- B5. PLANT AND EQUIPMENT
- B6. QUALITY CONTROL
- B7. DAYWORK
- B8. ACCESS TO WORK SITE
- B9. FINSHING OFF AND CLEARING OF SITE
- B10. ADVERSE WEATHER CONDITIONS
- B11. FINAL INSPECTION OF WORK
- B12. HANDING OVER OF WORK PLACES

B1. GENERAL

All facilities are to meet Statutory and Transnet health requirements.

Works to meet all Transnet Specifications including but not limited to:

E7/1 Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.

B2. SCOPE OF WORK

The scope of work covers the technical specifications for the cleaning of concrete drains and culverts, removal of spoil material in the culverts and concrete drains.

B 2.1 WORK METHOD

- The contractor shall thoroughly clean all work sites indicated in the project specification Part C.
- The work sites pointed out shall be thoroughly cleaned of debris/rubbish.
- The contractor shall unblock all the blocked concrete drainages and culverts and shall remove all material that can obstruct the flow of water to dump or spoil site.
- The contractor shall clean all the culverts including approach surface and water way.
- The average dimensions for culverts are 80 m² and the average dimensions for concrete drains are 600mm X600mm.
- The contractor shall load the removed material into bags and the loaded bags shall be taken to spoil site/dumping site.
- The contractor shall each side of drain cut the grass 500mm wide along the concrete drains.

B3. SAFETY

The Contractor is responsible for familiarizing himself and his employees of the content of Act 85 of 1993 as applicable on the type of the work being performed. The Contractor shall conduct a daily safety talk with his personnel and all other people present on site. An attendance register and minutes of the meeting shall be recorded and kept on the safety talk file or on the site diary daily.

The Contractor must supply all workers employed during this project with necessary Personal Protective Equipments applicable to the type of work being performed. No person either from Contractor, Transnet Freight Rail, general public, or any division of Transnet will be allowed on site without proper and appropriate Personal Protection Equipments. The Project Manager or Technical Officer shall remove any personnel who would come to site without proper Personnel Protection Equipment. Asset Protection Service may be called upon to remove any person who fails to comply with site safety and protection requirements.

The making of fire for any purpose will not be permitted. The Contractor will be responsible for any damage to Transnet Freight Rail or adjacent private properties caused by fire emanating from his personnel making fire on the work site.

B4. MATERIALS

B4.1. Supply and Safekeeping

The Contractor shall supply all material for the completion of the project.

The Contractors shall supply only quantities of material stipulated in the schedule of quantities for the completion of all works in this contract. All costs regarding the transportation, safekeeping as well as handling of the material up to the final installation, is to the account of the Contractor and are deemed to be included in the rates tendered. The Contractor will be liable for all material as soon as it has been delivered to him on site. It is therefore the Contractor's responsibility to ensure correct quantities and specification of materials on delivery and their safekeeping.

The Contractor shall dispose all surplus and unsuitable material in spoil areas indicated by the Project Manager or Technical Officer. He shall be responsible for all arrangements necessary to get access to such spoil sites.

B4.2. Overhaul and released material

No payment will be made for overhaul on this contract unless provision is made therefore in specific items. All released material shall remain the property of Transnet Freight Rail.

B5. PLANT AND EQUIPMENT

The Contractor must provide his own plant and all other equipment or instruments needed for the execution of this project. The Contractor is responsible for the storage and safekeeping of their equipment. Transnet Freight Rail will accept no responsibility of any damage due to theft, fire, or anything.

B6. QUALITY CONTROL

The Contractor will be solely responsible for the production of work that complies with Specifications to the satisfaction of the Project Manager. To this end it will be the responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on site.

The Contractor will at his own costs repair the rejected work to the satisfaction of the Project Manager or Technical Officer, and only on approval will payment be made. The re-construction work rejected

due to non-conformity does not warrant an extension of time. Should contractor fail to meet his deadline, he will be liable for penalties according to Clause A14.

B7. DAYWORKS

When day work is requested by the Project Manager, payment shall be based on the same rates as those contained in the Schedule of Quantities, Labour Rates Form or by application of Variation Order (VO). Records must be verified by the Project Manager during the execution of the day work.

B8. ACCESS TO WORK SITE

Transnet Freight Rail shall issue a site access certificate to the Contractor before the start of the contract period.

B9. FINISHING OFF AND CLEARING OF SITE

After completion of the works the Contractor is responsible for finishing off and clearing up of site. The work entails clearing of all obvious signs of construction activities like building equipment, excess material, rubbish and temporary works to the satisfaction of the Project Manager or Technical Officer.

B10. ADVERSE WEATHER CONDITIONS

During the execution of works, the Project Manager or Technical Officer will certify a day lost due to abnormal rainfall and adverse weather conditions only: If no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction program, the program may be revised to recover the lost days.

B11. FINAL INSPECTION OF WORK

A final inspection of the work will be done within seven working days after the Contractor has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory and Transnet property left tidy, a Certificate of Completion will be issued and the Contract will be considered completed.

It is the duty of the contractor to send a copy of the hand over certificate that has been certified as correct by the Project Manager, together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

B12. HANDING OVER OF WORKPLACES

Handing over of workplaces will be done as soon as the work has been satisfactorily completed. Handing over inspections will be convened on an ad-hoc basis as agreed by the Project Manager and the contractor.

The hand over certificate that is included in this document will be completed by the Project Manager and certified by the contractor as correct and sent together with the relevant pages of the site diaries to the office of the Depot Engineer for payment.

Respondent's Signature

Date & Company Stamp

**ANNEXURE C: COMPLIANCE TO SPECIFICATION (CLAUSE BY CLAUSE COMPLIANCE
 DECLARATION FORM)**

**CLEANING OF EXISTING CONCRETE DRAINS AND CULVERTS AT ISANDO SECTION
 FOR A PERIOD OF 12 MONTHS**

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

**FAILURE TO COMPLETE THIS FORM WILL AUTOMATICALLY WILL RESULT IN YOUR
 OFFER BEING DISQUALIFIED.**

Clause	Comply or Do not comply	Reason for Deviation
A3		
A5		
A6		
A7		
A8		
A9.1		
A9.2		
A10		
A11		
A12		
A13		
A14		
B1		
B2.1		
B3		
B4.1		
B5		
B6		
B9		
B11		
B12		

 Respondent's Signature

 Date & Company Stamp

RFQ SITE MEETING

A COMPULSORY BRIEFING SESSION WILL BE HELD AT THE FOLLOWING VENUE:

Venue: Technical Support, Infrastructure Maintenance, Isando

Time: 14:00 AM

Date: 21 JUNE 2016

The briefing session and site inspection meeting are compulsory and companies not attending **will be excluded** from the tendering process.

ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

.....

TRANSNET'S REPRESENTATIVE

DATE :.....

.....

TENDERER'S REPRESENTATIVE

DATE :.....

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE BRIEFING SESSION WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS