

TRANSNET FREIGHT RAIL,

a division of **TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-HGR-23528

**FOR THE PROVISION OF : GRASS CUTTING AT SIGNALS, APPARATUS
CASES, VIS SITE AND WAYSIDE EQUIPMENT
FROM ROOIKOP TO GLENCOE FOR THE PERIOD
OF 3 MONTHS**

ISSUE DATE : 12 APRIL 2017

CLOSING DATE : TUESDAY 25 APRIL 2017

CLOSING TIME : 10:00

**VALIDITY PERIOD : 13 JANUARY 2018 (180 BUSINESS DAYS AFTER
THE CLOSING DATE)**

Section 1
NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	<p>Provision of Grass cutting at signals, apparatus cases, vis site and wayside equipment from Rooikop to Glencoe for the period of 3 months</p>												
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the National Treasury e-Tender portal: www.etenders.gov.za</p> <p>Alternatively, this RFQ may be purchased at R250.00 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between 09:00 and 15:00 from [12 April 2017] until [21 April 2017].</p> <p>This RFQ then can be picked up from the following address: RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG</p>												
TENDERS COLLECTED FROM NT PORTAL: IMPORTANT INFORMATION	<p>If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 21 April 2017 by sending an email with their contact details to the following address: Anthonie.Erasmus@transnet.net. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</p>												
BID FEE AND BANKING DETAILS	<p>If the bidder chooses to collect the document from Transnet, the following bank details must be used</p> <p>R250.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <table style="margin-left: 40px;"> <tr> <td>Account Name</td> <td>:</td> <td>Transnet Freight Rail</td> </tr> <tr> <td>Account</td> <td>:</td> <td>Standard Bank</td> </tr> <tr> <td>Account number</td> <td>:</td> <td>203158598</td> </tr> <tr> <td>Branch code</td> <td>:</td> <td>004805</td> </tr> </table> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>	Account Name	:	Transnet Freight Rail	Account	:	Standard Bank	Account number	:	203158598	Branch code	:	004805
Account Name	:	Transnet Freight Rail											
Account	:	Standard Bank											
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Branch code	:	004805											
CLOSING DATE	<p>10:00 on Tuesday 25 April 2017</p> <p>This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>												
VALIDITY PERIOD	<p>180 Business Days from Closing Date. End of validity period: 13 January 2018</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>												

<p>SUPPLIER REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</p>	<p>In terms of paragraph 3 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet must ensure that</p> <p>3.1.1 Suppliers are registered on the Central Supplier Database [CSD] before any procurement related activities commences;</p> <p>3.1.2 The CSD can be used as the single on only list of prospective suppliers for Transnet</p> <p>Furthermore, according to paragraph 5.6</p> <p>5.6 Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.</p> <p>Please ensure that you register your company on the CSD by following these steps:</p> <p>Step 1: Access the CSD site on https://secure.csd.gov.za/</p> <p>Step 2: Register a new CSD account https://secure.csd.gov.za/Account/Register</p> <p>Step 3: Receive an activation email and click activate account</p> <p>Step 4: Activate account by requesting and entering the OTP</p> <p>Step 5: Log in the CSD</p> <p>Step 6: Complete supplier identification information</p> <p>Step 7: Complete contact information</p> <p>Step 8: Complete address information</p> <p>Step 9: Complete bank account information</p> <p>Step 10: Complete tax information</p> <p>Step 11: Complete directors/members information (if non-CIPC company)</p> <p>Step 12: Complete associations (if relevant)</p> <p>Step 13: Complete commodities information</p> <p>Step 14: Complete B-BBEE information (future phase)</p> <p>Step 15: Maintain users</p> <p>Step 16: Complete notification information</p> <p>Step 17: Complete accreditations</p> <p>Step 18: Click on submit</p> <p>Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated</p>
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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 explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

The value of this bid is estimated to be below R50 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

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

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

Note: Failure to submit valid and original (or certified copy of) proof of the Respondent’s compliance with the B-BBEE requirements stipulated in Section 6 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

2.1 Subcontracting

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement.

Respondents are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated. Respondents are responsible for all due diligence on their subcontractors.

If contemplating subcontracting, a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

Respondent/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where a Respondent intends to subcontract with their subsidiary this must be declared in their bid response.

The successful Respondent awarded the contract may only enter into a subcontracting arrangement with Transnet's prior approval.

The contract will be concluded between the successful Respondent and Transnet, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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.

In terms of Section 6 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

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.

For specific queries relating to this RFQ (prior to the tender closing), the tender administrator can be contacted directly, while also informing the secretary of the Acquisition Council of the communication.

Tender Administrator

Name: Mohale Rapetswa
Telephone: 011 584 0944

Email: mohale.rapetswa@transnet.net

and

Secretary of the Acquisition Council

Name: Prudence Nkabinde
Telephone: 011-584 0821

Email: prudence.nkabinde@transnet.net

After the closing date of the RFQ, a Bidder may only communicate with the Rail Secretariat of the Transnet Freight Rail Acquisition Council, on any matter relating to its RFQ Proposal.

Name: Prudence Nkabinde
Telephone: 011-584 0821

Email: prudence.nkabinde@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 9.1** modify the RFQ's goods / service(s) and request Bidders to re-bid on any changes;
- 9.2** reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 9.3** disqualify Quotations submitted after the stated submission deadline;
- 9.4** not necessarily accept the lowest priced Quotation or an alternative bid;
- 9.5** reject all Quotations, if it so decides;
- 9.6** place an order in connection with this Quotation at any time after the RFQ's closing date;
- 9.7** award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- 9.8** 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;
- 9.9** make no award at all;

- 9.10** validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to Transnet to do so;
- 9.11** request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.12** not accept any changes or purported changes by the Bidder to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- 9.13** award the business to the next highest ranked bidder, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred bidder is still prepared to provide the required goods at the quoted price.
- Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret;
- 9.14** not clarify the price as submitted in case of arithmetical errors, given time restrictions;
- 9.15** cancel the contract and/or place the Bidder on Transnet's list of Restricted Suppliers, should a contract be awarded on the strength of information furnished by the Bidder, which after conclusion of the contract, is proved to have been incorrect;
- 9.16** award business to the highest scoring bidder/s unless objective criteria justifies the award to another bidder; and/or
- 9.17** undertake post-tender negotiations [PTN] with selected Bidders or any number of short-listed Bidders. Such PTN can include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Bidder being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

10 Specification/Scope of Work

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS FOR VEGETATION CONTROL BETWEEN ROOIKOP AND GLENCOE ON TRANSNET PROPERTY CONTROLLED BY THE DEPOT ENGINEER HEIDELBERG

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PART A: GENERAL

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SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

A1. EMPLOYERS OBJECTIVE

- A1.1 The essence of the contract is that Transnet Freight Rail requires the control of living vegetation and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks, in yards or other areas included in the contract.
- A1.2 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.
- A1.3 Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract.
- A1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.
- A1.5 The contract will only be awarded to a tenderer who has experience in the application of herbicides in Southern Africa.

A2. OVERVIEW OF THE WORKS

The contract covers the control of vegetation including declared weeds and declared invader plants, by means of grass cutting and or other approved equipment or method on Transnet property, to the extent that areas treated chemically or otherwise in terms of this contract are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.

A3. SCOPE OF WORK

A3.1 The following work must be done as per specifications:-

Level Crossing – Main line:- Rooikop to Glencoe
Signals, stairs (concrete or steel) and Apparatus cases
Hotbox detectors
VIS sites

- A3.1.1 This contract covers the cutting of all vegetation at all level crossings, signals, and apparatus cases, hot box detectors and VIS sites.
- A3.1.2 This contract covers the cutting to 100mm above the ground level. All grass and cut material must be removed and dumped at a registered municipal dump site.
- A3.1.3 The work is to be carried out on both sides of the track. The work will be executed within the boundaries of Transnet. All grass and cut material must be removed and dumped at a registered municipal dump site.

A3.1.4 The total area to be cut/cleared and sprayed under this contract is as per attached Project Quantities. A breakdown of the quantities is as per attached **CONTRACT DATA PRICE LIST**. The contractor is to confirm these quantities.

A3.2 Level crossings, signals and apparatus cases

A3.2.1 All work at the above sites to be done as per specification

A3.2.2 It also includes the felling of all trees that are considered as obstructing the visibility of the drivers of vehicles and train. These trees fall within the area as indicated below:

Each Level crossing will have an approximate area of 15 000 sqm. The distance is calculated at 15m from the toe of the ballast formation. The 15 m is measured in the direction that any road vehicle will approach the level crossing. The length is measured at 250m in the one direction along the rail track. The level crossing will be cut in 4 rectangular areas.

Main line level crossings: 4 x 15m x 250m = 15 000sqm

A3.2.3 This contract includes cleaning an area of 6 sqm around each signal along the section. Around each apparatus cases must also be cut for an area of 9 sqm. In some instances an access path of 1m wide must be cut-from the track to the case. The length of each path is also indicated. Quantities are indicated in the schedule.

Stairs = (length 5 Meter av.)

A3.2.4 The contractor must also cut around all the concrete and metal stairs. **1m strip must be cut all around this stairs.**

A3.3 Hot box detectors

A3.3.1 All work at the above sites to be done as per specification.

A3.3.2 The work is to be carried outside the hot box detector. It also includes a strip of not less than 3m (three metres) wide outside the security fence on the perimeter around the asset. This additional area could include the access path to the track switch, the access road to the building or an area in the front of the building but not included in the 3m wide strip around the exterior of the security fence.

A3.3.3 All other vegetation in and outside the security area must be cut.

A3.3.4 The control of vegetation, including declared weeds and declared invader plants by means of mechanical cutting and treating of tree sapling and the reeds as indicated in the Bill of Quantities.

A3.3.5 The execution of the works shall include any work arising from or incidental to the scope of works or required of the Contractor for the proper completion of the contract in accordance with the true meaning and detail of the contract documents.

A3.3.6 The Contractor shall obtain his/her own information regarding species occurrence and extent of vegetation to be controlled in order to comply with the required standards.

A3.3.7 This contract covers the control of vegetation, including declared weeds and declared invader plants, by means of cutting, and after chemical herbicides must be applied by portable and/or other approved equipment or method, **the chemical treatment is only to be applied to the tree saplings and reeds**, on Transnet property in the geographical area controlled by the Depot Engineer, **Heidelberg**, to the extent

that area(s) treated chemically or otherwise in terms of this contract are rendered, and maintained, free of obstructing vegetation as defined.

A3.2 The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

A3.4 The Contractor shall obtain his/her own information regarding species, occurrence and extent of vegetation to be controlled in order to comply with the required standards.

A4. LOCATION OF THE WORKS

The location of the works is in the geographical area controlled by the Depot Engineer, Heidelberg. **Section between Rooikop and Glencoe will be the working area.**

A5. DURATION OF CONTRACT

The work provides for the control of vegetation for a period of two (3) months commencing on the date of notification of acceptance of tender with Transnet Freight Rail. The contractor must notify the project manager by means of writing, if he/she needs an extension, valid reasons must be supplied.

A6. ACCESS TO SITE

The contractor shall satisfy him/herself fully as to the nature and extent of the site and works during the 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.

A7. SITE ACCESS CERTIFICATE

Before the contractor may commence with the contract, he must be in possession of a site access certificate. This certificate will allow him/her access to Transnet Property.

A8. TRESSPASSING ON PRIVATE PROPERTY

The contractor shall treat the property of adjacent landowners with due respect and shall take whatever steps necessary to ensure that his staff do not enter, dump brush, cut grass, branches or trees onto private property without written permission of the landowner. In the event of the adjacent landowner giving the contractor permission to dump cut grass etc. on his property, a letter signed by the landowner and the contractor, must be handed to the supervisor for his record purposes. Creating any form of pollution by the contractor, on these properties, will not be tolerated by TFR, and will result in persons found guilty of such offences being ordered off the site permanently. Furthermore, the contractor shall be responsible for all damages resulting from his failure to comply with requirements.

A9. SAFETY ON SITE

- A.9.1 The contractor will take every precaution not to cause damage to property or injury to any person as a result of his execution of the works.
- A.9.2 The contractor will comply with the provisions of the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and all regulations promulgated in terms thereof.
- A.9.3 The contractor will indemnify Transnet Freight Rail against all claims for death of or injury to any person whatsoever or damage to any property whatsoever which may arise out of or in consequence of any act of negligence on the part of the contractor or his employees in the course of execution of the works and against all claims, demands, proceedings, damages, costs charges and expenses in respect thereof.
- A.9.4 The contractor will comply with the provision of the Workmen's Compensation Act 1941 (Act no. 30 1941) or any subsequent Act or amendment thereto and shall provide documentary evidence to this effect.
- A.9.5 The contractor will provide for the safety of his own staff during occupations as well as outside of occupation times and shall ensure his staff's compliance with Transnet Freight Rail's safety regulations for track work.
- A.9.6 The Transnet Freight Rail Representative is responsible to ensure that the contractor do set out protection correctly each day.
- A.9.7 The contractor is to confirm each day in the site diary/ instruction book that he has had a safety talk with all his workers and that they have been instructed to stand clear of the track/ adjacent tracks when trains are passing.
- A.9.8 The contractor must at all times ensure that his staff working next to the railway track wears reflective vest and PPE. It is also recommended that the contractor must have **3 flagmans** to keep all contractors staff aware of train movements
- A.9.10 Before the successful contractor can commence with this contract, a safety induction 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 TFR.

A10 HERBICIDE TOXICITY AND POISONING

- A10.1 No chemical is entirely without risk, but there are responsible ways of using them. Refer to brochures attached to containers.

A11. INDIGENOUS TREES

- A11.1 No indigenous trees are to be cut down or damaged (indiscriminately), in any way. Only indigenous trees, identified by the project manager, that are a potential hazard to the safe passage of trains or infrastructure assets will be felled.

A12. PERSONAL SAFETY EQUIPMENT

- A12.1 The following safety equipment shall be worn by staff operating the brush cutters:-
1. Hard hat with inner liner
 2. Gauze face shield or face shield with clear visor
 3. Acetate spectacles with shaded lenses
 4. Plastic or leather apron (optional)
 5. Safety boots with steel toe caps
 6. Safety spats for boots (optional)
 7. Shin guards
 8. Uniform overall
 9. Reflective bands or vests

A12.2 The following safety equipment shall be worn by staff operating the chain saws, in addition to above PPE:-

1. Safety chainsaw trousers – ballistic padding

A13. CABLES

A13.1 At all times, the contractor must ensure that the workers do not damage any of the TFR cables that are found in our servitude.

A14. HOURS OF DUTY

A14.1 Work can only be carried out during the daylight hours of the week, between 07h00 and 16h00. When a contractor intends performing work on a weekend or a public holiday, the project manager must be notified well in advance.

A15. ACCOMODATION

No staff member of the contractor is allowed to sleep on TFR property.

A16. COMPLIANCE WITH STATUTES

A16.1 The Contractor's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The National Environmental Management Act (Act 107 of 1998).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)

A16.2 The Contractor's authorised representative on site shall be a **registered Pest Control Operator**, specialising in the field of **weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.

A17. GENERAL

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

A18. GUARANTEES

A18.1 Retention money will not be deducted from payments.

A19. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

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

where required:

A19.1. Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks from the water points provided and to ensure that the water is suitable for its intended use.

A19.2. Inspections of the areas of work by motor trolley may be arranged with the Technical Officer, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Technical Officer shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

A20. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

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

A21. TO BE PROVIDED BY THE CONTRACTOR

A21.1. In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.

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

A21.2. The Contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. The personnel of the contractor shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue, preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be cleared with the Technical Officer or his/her deputy.

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

The Contractor shall make available employees to be trained, and used as lookouts / sentries when required. The training shall be done at no charge to the Contractor.

A22. SCHEDULE OF QUANTITIES AND PRICES

A22.1. The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced schedule for the Works.

A22.2. Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

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

A22.3. The short descriptions of the items in the schedule are for identification purposes only. The Transnet General Tender Conditions together with the Special Conditions of Contract and Specifications shall be read

in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.

A23 CONTRACT PRICE ADJUSTMENT FORMULA

A23.1 This contract will not be subjected to Price Adjustment and / or Escalation.

A24. EVALUATION OF TENDERS

A24.1 "Time value of money" methodology and principles will be used in evaluation of tenders.

A24.2 Tenderers may submit alternatives to the methods of vegetation control provision described herein. Such alternatives as well as the materials, methods which the Contractor propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of tenders.

A24.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, and any other information needed to enable the tender to be evaluated as described above.

A25. SITE MEETINGS

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

A26. SITE BOOKS

A26.1 A Site Instruction Book with triplicate pages shall be provided by the contractor, such a book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

A26.2 The site diary shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary will not be considered.

A26.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application as required in terms of section 16 of Act 36 1947.

A26.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.

A26.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Site Book".

A26.6 On completion of the contract the Site Book / Site Books shall be returned to the Technical Officer managing the contract on behalf of Transnet Freight Rail

A27. INFORMATION TO BE PROVIDED WITH TENDER

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

A27.1 Full description of what needs to be submitted:

- Letter of good standing,

- Risk/safety plan

And, also needs to provide the following:

- 6 x Brush cutter certificate
- 1 x first aid certificate
- 1 x PCO certificate
- 1 x Chain saw certificate
- 1 x SHE Representative
- 3x Flagman Certificate
- A list of registered products to be used on the work, supported by specimen labels, indicating:

Trade name

Generic name

Registration Number

Ingredients (type and content) as shown on the label

Application rates

A27.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

A27.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A27.4 The Schedule of Quantities and Prices must be completed in full.

A27.5 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.

A27.6 **Copies of the certificates issued by the Department of Agriculture to certify that the tenderer or his/her representatives are pest control operators in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted.**

A27.7 The Contractor shall not depart from the minimum procedures or material usage tendered, without approval from the Technical Officer.

A28. **PENALTIES FOR LATE COMPLETION**

If the Contractor has not completed the work by agreed completion date a penalty of R500, 00 will be paid for each day worked past the contract duration.

CLAUSE BY CLAUSE COMPLIANCE SCHEDULE

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

Where "Do not comply" is applied, remarks as to the reason for the deviation from the requirement are required.

Job Specification compliance declaration sheet

DESCRIPTION	Comply/Not Comply	Explanation/Deviation /Reason
A1. Employers objective		
A2. Overview of the works		
A3. Scope of work		
A4. Location of the works		
A5. Duration of contract		
A6. Access to site		
A7. Site access certificate		
A8. Trespassing on private property		
A9. Safety on site		
A10. Herbicide toxicity and poisoning		
A11. Indigenous trees		
A12. Personal safety equipment		
A13. Cables		
A14. Hours of duty		
A15. Accommodation		
A16. Compliance with statutes		
A17. General		
A18. Guarantees		
A19. To be provided by Transnet Freight Rail		
A20. Care of equipment provided by Transnet freight rail		
A21. To be provided by the contractor		
A22. Schedule of quantities and prices		
A23. Contract price adjustment formula		

A24. Evaluation of tenders		
A25. Site meetings		
A26. Site books		
A27. Information to be provided with tender		
A28. Penalties for late completion		

11 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet’s Legal Counsel, prior to consideration for an award of business.

12 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

13 National Treasury’s Central Supplier Database

Respondents are required to self-register on National Treasury’s Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

14 Tax Compliance

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFQ that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids as indicated in paragraph 15.2 below.

It is a requirement that Respondents grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the Respondent's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

Respondents are required to be registered on the Central Supplier Database as indicated in paragraph 14 and the National Treasury shall verify the Respondent's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

14.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

14.2 Tax Compliance Requirements for Foreign Entities

Where foreign bidders with no presence in South Africa, seek to obtain a Tax Clearance Certificate in order to meet the tax compliance requirements mentioned in 1 above, they must confirm an answer of "No" to all questions below:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

Where a foreign entity's answer to all questions above is "No", such entities are required to submit an application to SARS using the following email address: GovernmentInstitute@sars.gov.za and providing the following information to SARS:

- Details of the Foreign entity;
- Description of the service being provided; and
- Name of the South African Government Institution to whom the service is being provided.

SARS will consider this request and will then provide a scanned copy of the Tax Clearance Certificate which must be provided to Transnet with the Respondent's bid submission.

If a Respondent's answers to any one (or more) of the questions in a) to e) above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly.

15 Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS : 0800 003 056

RFQ FOR THE PROVISION OF: GRASS CUTTING AT SIGNALS, APPARATUS CASES, VIS SITE AND WAYSIDE EQUIPMENT FROM ROOIKOP TO GLENCOE FOR THE PERIOD OF 3 MONTHS

CLOSING VENUE: TRANSNET FREIGHT RAIL, RECEPTION TENDER BOX, INYANDA HOUSE1, 21 WELLINGTON ROAD, PARKTOWN

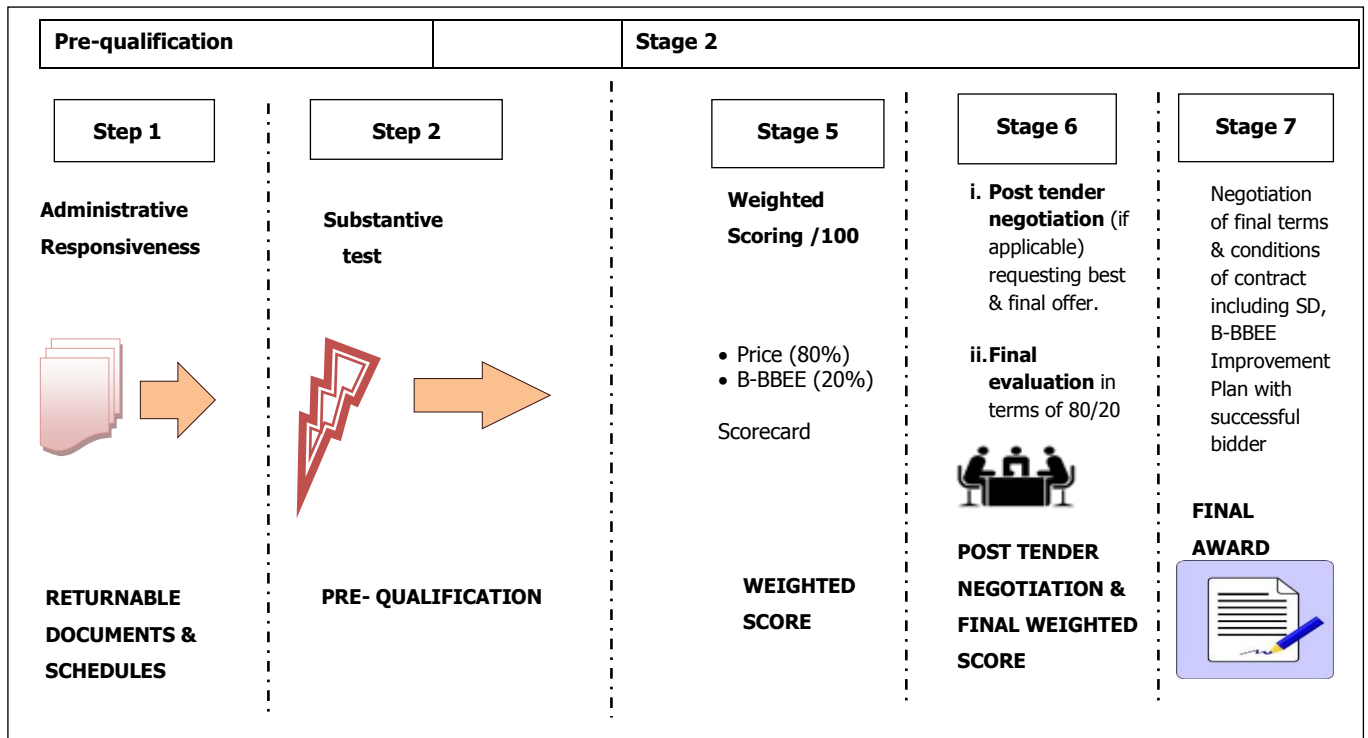
CLOSING DATE & TIME: TUESDAY 25 APRIL 2017 AT 10:00

VALIDITY PERIOD: 13 JANUARY 2018 (180 Business Days from the closing date)

**SECTION 2
 EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

1 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/s, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

2 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	<ul style="list-style-type: none"> • Completeness of response and returnable documents • Whether the supplier is registered on the NT Central Supplier Database (CSD Submission of Essential Documents / Schedules • All pages of the bid submission is signed by the Bidder/Bidder
Substantive responsiveness	<ul style="list-style-type: none"> • Whether all pre-qualification eligibility criteria set have been met: • Compliance to specification clause by clause declaration sheet fully completed. • Valid First Aid Certificate • Valid SHE Rep Certificate • 6 x Valid Brush Cutter Certificate (Must have both issue date and expiry date) • 3 x Valid Flagman Certificate (Must have both issue date and expiry date) • 1 x Chain Saw certificate (Must have both issue date and expiry date) • 1 x PCO Certificate (Must have both issue date and expiry date) • Risk/ Safety Plan • Price schedule / Bill of quantity – must be fully completed <p style="text-align: center;">– Failure to adhere / submit according to the requirement above will lead to bid disqualification.</p>
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 Section 6: B-BBEE Claim Form.

3 Validity Period

Transnet requires a validity period of 180 [one hundred and eighty] Business Days from the closing date of this RFQ.

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

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

4 Disclosure of Prices Quoted

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

5 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 with price	
Compliance to specification Clause by clause declaration form	
Valid First Aid Certificate	
Valid SHE Rep Certificate	
6 x Valid Brush Cutter Certificate	
1 x Chain Saw Certificate	
3 x Flagman Certificates	
1 x PCO Certificate	
Risk/ Safety Plan	

b) **Essential Returnable Documents**

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

- ***If Essential Returnable Documents are used for purposes of scoring a bid, failure to submit these documents by the closing date and time of this bid will not automatically result in a Bidder's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.***

- ***If Essential Returnable Documents are not related to evaluation criteria, failure to provide these documents may result in a respondent's disqualification.***
- ***Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid and original (or a certified copy) proof of Bidder's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]	
SECTION 4: Certificate of Acquaintance with RFQ Documents	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 6: B-BBEE Preference Claim Form	

6 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.

SECTION 3

QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT

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

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

- 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:

Price List									
Item no.	Description	Qty	Area per item	Unit	Area	Worklot (2500 Sqm)	Rate	Price	
1	Level crossings-Total	70	15000	sqm	1050000	420			
2	Signals	1650	6	sqm	9900	4			
3	Stairs	100	12	sqm	1200	0.5			
4	Vehicle Identification site	27	6	sqm	162	0.07			
5	Hot Box Detectors	19	9	sqm	171	0.07			
6	Apparatus cases	400	9	sqm	3600	1.5			
7	Transport	1		each					
8	Equipment and Tools	1		each					
9	Supervision	1		each					
			Total Price (Excl VAT) =				R		
			Total Price (Incl VAT) =				R		

 Respondent's Signature

 Date & Company Stamp

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

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, exclusive of VAT
- c) 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.
- d) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 4

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

1. Transnet’s General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet’s Supplier Integrity Pact*
4. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading “Existing vendors”.
Respondents are to note that the documents marked with a “*” are available on request or at the Transnet website (www.transnet.net). Please click on “Business with Us”, proceed to the tab “Tenders” and then click on “Standard Bid Documents”.

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

 Respondent’s Signature

 Date & Company Stamp

SIGNED at _____ on this ____ day of _____ 20__

WITNESSES

1.	Address
Signature	
Name	Date

2.	Address
Signature	
Name	Date

RESPONDENT'S AUTHORISED REPRESENTATIVE

Signature	Designation
Name	Date

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we have complied with all Obligations of the Bidder/Supplier as indicated in paragraph 3 of the Transnet Supplier Integrity which includes but is not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. 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
7. 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.
8. 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.
9. 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]

10. 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

11. 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__

This person is hereto duly authorised to sign for and on behalf of the company	As Witness
Registration No of Company/ CC	
Registration Name of Company /CC	
Name	Name

Position	Position
Signature	Signature
Date	Date
Place	Place

Respondent's Signature

Date & Company Stamp

SECTION 6

B-BBEE PREFERENCE POINTS CLAIM FORM

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. Certificates issued by a Registered Auditor approved by the Independent Board of Auditors [**IRBA**] to Large Enterprises or QSEs with less than 51% black ownership have been discontinued but such valid certificates that were issued before 1 January 2017 may be used until they phase out completely by December 2017.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Black designated group"** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (f) **"Black People"** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- (g) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (h) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (i) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (j) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (k) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (l) **"co-operative"** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- (m) **"Designated Group"** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- (n) **"Designated Sector"** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- (o) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (q) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (r) **"Military Veteran"** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- (s) **"National Treasury"** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (t) **"non-firm prices"** means all prices other than "firm" prices;
- (u) **"person"** includes a juristic person;
- (v) **"People with disabilities"** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55of 1998);
- (w) **"Price"** includes all applicable taxes less all unconditional discounts.

- (x) **"Proof of B-BBEE Status Level of Contributor"** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- (y) **"Rural Area"** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- (z) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (aa) **"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;
- (bb) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (cc) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (dd) **"Township"** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- (ee) **"Treasury"** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- (ff) **"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
- (gg) **"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.
- (hh) **"Youth"** meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008)

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 5.8 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<i>OR</i>		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear

- the other side) rule has been applied; and
(f) forward the matter for criminal prosecution.

SIGNATURE(S) OF BIDDERS
Signature
Name
Date
Signed at

WITNESSES
1. Witness signature
2. Witness signature

PLEASE TAKE NOTE THAT ACCORDING TO THE NEW B-BBEE GOOD CODE OF CONDUCT

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.

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

NO B-BBEE CERTIFICATES REQUIRED BUT A SWORN AFFIDAVIT

NB: ANNEXURE C: B-BBEE PREFERENCE POINTS CLAIM FORM (5.4 – 5.8)

PLEASE NOTE THAT ALL COMPANIES THAT FALL UNDER THIS CATEGORY WILL GET ZERO POINTS THIS NOTIFICATION BE IGNORED

Appendix III

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf,

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition) More than 51% black	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition) Less than 51% black	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

**Commissioner of Oaths
 Signature & stamp**

Appendix IV

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the dti Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, by **ticking the applicable box**.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp