



**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-JH1-17175**

**FOR THE SUPPLY OF:      PROVISION TO PROVIDE AN INSPECTION/ AUDIT SERVICES  
AND COMPLETION OF THE CLOSURE REPORT AS STIPULATED  
IN THE WAST LICENCES CONDITION REF: 12/9/L904/2**

**FOR DELIVERY TO:      SASOLBURG DIESEL DEPOT**

**ISSUE DATE:              08 APRIL 2015**

**CLOSING DATE:          21 APRIL 2015**

**CLOSING TIME:          10:00**





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

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

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

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

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

Transnet reserves the right to lower the threshold for Technical from 100% to **80%** if no Bidders pass the predetermined minimum threshold.



## 10 Specification/Scope of Work

### TERMS OF REFERENCE

#### **APPOINTMENT OF AN EXTERNAL SERVICE PROVIDER TO CONDUCT ENVIRONMENTAL INSPECTION ON THE SASOLBURG REMEDIATION ACTIVITY**

##### **PURPOSE OF THE CONTRACT**

- 1.1 The purpose of the contract is to arrange for the provision of an independent External Contractor to carry out external environmental inspection at Sasolburg site. The inspection is required upon completion of the remediation process and is to be followed by the compilation of a closure report documenting the findings of the environmental inspection. This request is in line with the requirements of conditions 6.7 and 7.2 of the Waste Management Licence Reference Number 12/9/11/L904/2.

##### **2. BACKGROUND**

- 2.1 There have been several historical diesel spillages occurring at the Sasolburg Diesel Depot in the bulk storage tank and fuelling areas due to aged pipes and faulty fuelling nozzles which resulted in the diesel spilling over time, resulting in contamination of soil.
- 2.2 In response to this historical contamination around the Fuelling Depot and the need to commence with clean-up, TFR commissioned an Environmental Assessment studies in order to determine the levels of site contamination. It was on this basis that the Waste License was issued by the Department of Environmental Affairs in compliance with the requirements of Section 19 of the National Environmental Waste Act No 59 of 2008. A Basic Assessment process to obtain the Waste License was conducted and a Waste License no: 12/9/11L904/2 was issued by the department. The Environmental Management Plan was also developed by an independent Assessment Practitioner appointed by TFR.

##### **3. SCOPE OF WORK**

- 3.1 The purpose of this contract is to inspect the Sasolburg Fuel Depot site upon completion of the remediation activities and to compile a closure report documenting the findings of the inspection, which must be submitted to Transnet Freight Rail. The inspection report should amongst others include the following:
  - 3.1.1 Conclusions as to whether conditions of the licence as well the requirements of the EMP have been adhered to prior and during the remediation process.
  - 3.1.2 Verification of the interpretation of all available remediation data and test results regarding the remediation of the site.
  - 3.1.3 Contain recommended corrective measures regarding non-compliance or potential non-compliance, where deviations have been found.



#### 4. QUALIFICATIONS OF THE EXTERNAL SERVICE PROVIDER

- 4.1 The service provider must have qualification that is complemented by knowledge in the field of environmental auditing and environmental management. Given the responsible nature of the work envisaged under this contract, Transnet Freight Rail reserves the right to award the tender to an organization or individuals of choice, with due regard for a favourable balance between the cost of services, resources available and experience in the relevant field.

#### 5. DELIVERABLES

- 5.1 The deliverables shall include the following:
- 5.1.1 Once off site inspection
  - 5.1.2 External Audit Report

#### 6. TO BE SUPPLIED TO THE TENDERER

- 6.1 Basic Assessment Report and associated site assessment studies.
- 6.2 Waste License.
- 6.3 Environmental Management Plan.
- 6.4 Internal Monitoring Reports.
- 6.5 Remediation Contractor's Monitoring Reports.

#### 7. TO BE SUPPLIED BY THE TENDERER

- 7.1 A Company Profile, expressing experience in the field as well as relevant references.
- 7.2 A proposal of how the external audit work will be carried out and the associated costs (Work Breakdown Structure).
- 7.3 The environmental auditor's own operational work plan and how safe working procedures would be observed and implemented.

#### 8. TERMINATION OF CONTRACT

- 8.1 All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed breach of contract.
- 8.2 Termination shall take place only after through consideration and due notification of grounds being provided by the Environmental Manager in writing, with a notice period of (5) working days.

#### 9. INSTRUCTION TO THE SERVICES PROVIDER

- 9.1 The Service Provider must undergo safety induction training before starting the task. The induction will be facilitated by Transnet Freight Rail.
- 9.2 The Service Provider shall be in possession of own Personal Protective Clothing.

#### 10. QUANTITIES AND CONTRACT VALUE

- 10.1 Rates quoted for individual quantities shall remain fixed, irrespective of any upward or downward variation in such quantities and no escalation will be paid.
- 10.2 The quote for the auditing should be priced on an activity basis.
- 10.3 All quotes shall be exclusive of Value Added Tax (VAT).



<b>Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 003 056</b>				
<b>RFQ FOR THE SUPPLY OF: Hazmat and fire emergency equipment and PPE at Transnet freight Rail depot</b>				
<b>CLOSING VENUE: Tender Box, ground floor, Inyanda House 1, 21 Wellington Road, Parktown</b>				
<b>CLOSING DATE &amp; TIME: 21 APRIL 2015</b>				
<b>VALIDITY</b>	<b>PERIOD:</b>	<b>90</b>	<b>Business</b>	<b>Day</b>

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**CLAUSE BY CLAUSE TECHNICAL COMPLIANCE SCHEDULE.**

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

Noted is to be applied against statements and either of the other responses for all other clauses. Where either "Partial Compliance" is inserted, remarks as to the reason for the deviation from the requirement is required.

Clause	Compliance response	Explanation
<b>3. SCOPE OF WORK</b>		
3.1.1		
3.1.2		
3.1.3		
4. Qualification		
4.1		
5. Deliverables		
5.1.1		
5.1.2		
7. To be supplied by the tenderer		
7.1		
7.2		
7.3		
8. Termination		
8.1		
8.2		
9. Instruction to the appointed services provider		
9.1		
9.2		
10. Quantities and contract value		
10.1		
10.2		
10.3		



**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:

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	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"> <li>• Submit a company profile including CV's / qualification in the environmental management and environmental auditing</li> <li>• A valid letter of good standing from the department of labour</li> </ul>
<b>Functionality Threshold</b>	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 100%. <ul style="list-style-type: none"> <li>• Health and Safety plan for site visit/ inspection during audit</li> <li>• Proposal with methodology on how the work will be executed</li> <li>• Clause by Clause technical Compliance specification</li> </ul>
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• 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.</li> </ul>

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**2 Validity Period**

Transnet desires a validity period of 30 [thirty] Business Days from the closing date of this RFQ.

This RFQ is valid until \_\_\_\_\_.

**3 Disclosure of Prices Quoted**

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

YES  NO

**4 Returnable Documents**

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



RFQ for the provision to provide remediation services and compilation of the closure report as stipulated in the Waste licences condition Ref:12/9/L904/2 at Sasolburg Depot



**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/ Pricing	
ANNEXURE A : Technical Clause by Clause Technical Compliance Questionnaire	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 3 : CEO Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: Failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

#### CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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



**SECTION 3**  
**QUOTATION FORM**

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

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

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

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

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

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RFQ for the provision to provide remediation services and compilation of the closure report as stipulated in the Waste licences condition Ref:12/9/L904/2 at Sasolburg Depot



**Price Schedule**

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT: **[for SERVICES, attach a scope of work & pricing schedule]**

<b>ANNEXURE B</b>							
<b>Costing Schedule for the Audit of Sasolburg Rehabilitation area</b>							
Item	Cost per hour/unit	Rate	Days	Hours	kilometres	Costing	
Site visit and audit							
Draft closure report with findings							
Final closure report							
<b>Subtotal:</b>							
<b>14% VAT</b>							
<b>Total Cost VAT Inclusive:</b>							

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

**Notes to Pricing:**

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

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

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

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

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

RFQ for the provision to provide remediation services and compilation of the closure report as stipulated in the Waste licences condition Ref:12/9/L904/2 at Sasolburg Depot



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 AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



**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:

\_\_\_\_\_

RFQ for the provision to provide remediation services and compilation of the closure report as stipulated in the Waste licences condition Ref:12/9/L904/2 at Sasolburg Depot



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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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



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