



**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 VEG 23889**

**FOR THE PROVISION OF:       DISMANTLING OF HIGH RISK TREES FOR VEREENIGING  
DEPOT FOR THE PERIOD OF 12 MONTHS**

**FOR DELIVERY TO:           VEREENIGING**

**ISSUE DATE:                 12 MAY 2017**

**CLOSING DATE:             THURSDAY 18 MAY 2017**

**CLOSING TIME:             10:00**

**VALIDITY PERIOD:         30 NOVEMBER 2017**

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

## Section 1 NOTICE TO BIDDERS

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **Entity, Respondent** or **Bidder**].

<b>DESCRIPTION</b>	Dismantling of high risk trees for Vereeniging depot for the period of 12 months
<b>COLLECTION / INSPECTION OF DOCUMENTS</b>	This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. Alternatively, this RFQ may be purchased at R100 (inclusive of VAT) per set for those bidders that require a hard copy from Transnet. Bidders are however encouraged to download the RFQ from the eTender Portal instead.
<b>BIDS DOWNLOADED FROM NT PORTAL</b>	The document will be available on the NT eTender portal from <b>12 May 2017</b> until <b>18 May 2017</b> .  If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by <b>17 May 2017</b> by sending an email with their contact details to the following address: <a href="mailto:Anthonie.Erasmus@transnet.net">Anthonie.Erasmus@transnet.net</a> and <a href="mailto:Lerato.Morailane@transnet.net">Lerato.Morailane@transnet.net</a> . This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. <i>NOTE - 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.</i>
<b>BIDS COLLECTED FROM TFR TENDER OFFICE</b>	If a bidder requires a hard copy bid document, the following steps apply: <b>i. Pay a R100 bid fee</b> Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805 Reference : CRAC VEG 23889/Company Name <b>ii. Make arrangements</b> to collect the bid document. Prior arrangements must be made one (1) day in advance and the bid document may be collected between <b>09:00</b> and <b>15:00</b> from <b>12 May 2017</b> until <b>17 May 2017</b> . <b>iii. Collect</b> the RFQ from the following address, bringing along proof of payment <b>RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG</b> <i>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.</i>
<b>COMPULSORY/NON COMPULSORY BRIEFING SESSION</b>	A formal briefing session <b>will not be held</b> but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 3 [Communication] below.
<b>CLOSING DATE</b>	<b>10:00 on Thursday 18 May 2017</b> This bid shall close punctually at the following address: <b>The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.</b> As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>180 Business Days from Closing Date</b> <b>End of validity period: 30 November 2017</b>  <i>NOTE - Bidders 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.</i> <i>With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph</i>

## 1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

## 2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As 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

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to Exempted Micro Enterprises (EMEs), Start-up companies and Qualifying Small Enterprises (QSEs) which are Black Owned, Black Women Owned, Black Youth Owned, companies owned by Black People with Disabilities, including any companies designated as B-BBEE Facilitators<sup>1</sup>.

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

---

<sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

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: Makabelo Motokoa  
Telephone: 011 584 1174

Email: [Makabelo.Motokoa@transnet.net](mailto:Makabelo.Motokoa@transnet.net)

*and*

**Secretary of the Acquisition Council**

Name: Prudence Nkabinde  
Telephone: 011-584 0821

Email: [prudence.nkabinde@transnet.net](mailto: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](mailto: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.

**Transnet reserves the right to lower the threshold for Technical from 70% to 60% if no Bidders pass the predetermined minimum threshold.**

## **10 Specification/Scope of Work**

Refer to **Annexure A**

## **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](mailto: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: DISMANTLING OF HIGH RISK TREES FOR VEREENIGING  
 DEPOT FOR THE PERIOD OF 12 MONTHS**

**CLOSING VENUE: THE SECRETARY, TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL,  
 TENDER BOX ON THE GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD,  
 PARKTOWN**

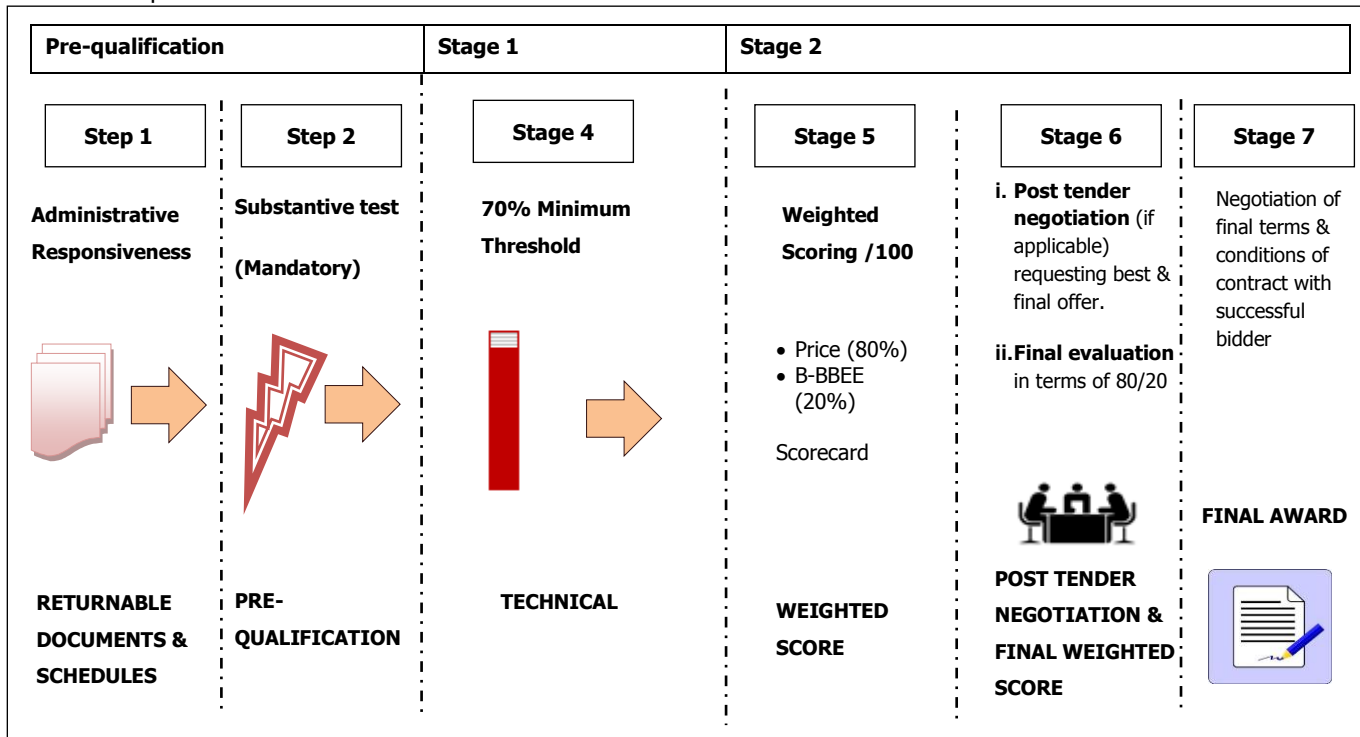
**CLOSING DATE & TIME: THURSDAY 18 MAY 2017 AT 10:00 AM**

**VALIDITY PERIOD: 90 Business Days**

**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
<b>Administrative responsiveness</b>	<ul style="list-style-type: none"> <li>• Completeness of response and returnable documents</li> <li>• Submission of Essential Documents / Schedules</li> <li>• All pages of the bid submission is signed by the Bidder/Bidder</li> <li>• Valid Letter of Good Standing from Department of Labour</li> <li>• Valid Tax Clearance Certificate or electronic access PIN obtained from SARS's</li> <li>• Company Registration Documents</li> </ul>
<b>Substantive responsiveness</b>	<ul style="list-style-type: none"> <li>• Pricing Schedule Submitted &amp; All Items on Pricing Schedule Priced - failure to price all items on the schedule will result in disqualification</li> <li>• Whether the supplier is registered on the NT Central Supplier Database (CSD) - Proof of CSD (Central Supplier Database) Registration</li> <li>• Valid PCO (Pest Control Operator) Certificate specializing in the field of industrial weed, with an issue date for the Department of Agriculture and Forestry.</li> <li>• A valid Chainsaw Certificate with issue and expiry date</li> <li>• Aerial Rescue FAS (Fall Arrest System) Certificate</li> <li>• Valid ORHVS Certificate with issued and expiry date</li> <li>• 100% Compliance to Specification (Clause by Clause Declaration form) – <b>Annexure B</b></li> </ul>
<b>Functionality / Technical Threshold (Minimum Threshold of 70%)</b>	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality/Technical is included as a threshold with a prescribed minimum percentage threshold of 70%.</p> <ul style="list-style-type: none"> <li>- Work program <b>(25%)</b></li> <li>- Quality control plan <b>(25%)</b></li> <li>- Technical capacity/Resources <b>(25%)</b></li> <li>- Relevant experience (completion certificate of similar work) <b>(25%)</b> will be considered as part of the technical evaluation</li> </ul> <p>[Refer to <b>Annexure C</b> for scoring matrix] – Technical] Points scored for functionality will be rounded off to the nearest two-decimal places.</p>
<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 Section 6: B-BBEE Claim Form.</li> </ul>

### 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](http://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:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 :	
Price schedule / Quotation Form with pricing – fully completed	
Proof of CSD (Central Supplier Database) Registration	
Valid PCO (Pest Control Operator) Certificate specializing in the field of industrial weed, with issued date from the Department of Agriculture and Forestry	
A valid Chainsaw Certificate with issue and expiry dates	
Aerial Rescue FAS (Fall Arrest System) Certificate	
A valid ORHVS Certificate with issue and expiry dates	
<b>ANNEXURE B : 100% Compliance to Specification (Clause by Clause Declaration form)</b>	

Mandatory Returnable Documents	Submitted [Yes or No]
<b>Technical prequalifying criteria/Functionality with minimum threshold of 70%:</b>	
- Work program (25%)	
- Quality control plan (25%)	
- Technical capacity/Resources (25%)	
- Relevant experience (completion certificate of similar work) (25%)	

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	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
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:

- Master Agreement; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

#### Price Schedule

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

<b>SCHEDULE OF QUANTITY AND PRICES FOR DISMANTLING OF HIGH RISK TREES FOR THE DEPOT ENGINEER, VEREENIGING</b>				
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>SCHEDULE OF QUANTITIES – FAILURE TO PRICE ALL ITEMS WILL RESULT IN DISQUALIFICATION</b>				
1. Felling of trees (1-200mm) Small	117	EA	R	R
2. Felling of trees (201-500mm) Medium	122	EA	R	R
3. Felling of trees (501-800mm) Large	200	EA	R	R
4. Felling of trees (800mm >) Very Large	80	EA	R	R
<b>PROVISIONAL ITEM</b>				
5. Chipping	200	M <sup>3</sup>	R	R
			<b>Gross Total (Excl. Vat)</b>	R
			<b>VAT @ 14%</b>	R
			<b>Total (Incl. Vat)</b>	R

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

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

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

**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. Non-disclosure Agreement*
5. 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”.
<b>Respondents are to note that the documents marked with a “*” are available on request or at the Transnet website (<a href="http://www.transnet.net">www.transnet.net</a>). Please click on “Business with Us”, proceed to the tab “Tenders” and then click on “Standard Bid Documents”.</b>

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.

\_\_\_\_\_  
 Respondent’s Signature

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

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.

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\_\_

<b>This person is hereto duly authorised to sign for and on behalf of the company</b>	<b>As Witness</b>
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

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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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-BBBEE 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 defined 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 19<sup>th</sup> 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.
- 4. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

## 5. POINTS AWARDED FOR PRICE

### 5.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for comparative price of bid under consideration  
Pt = Comparative price of bid under consideration  
Pmin = Comparative price of lowest acceptable bid

## 6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 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

- 6.2 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](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.

- 6.7 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.
- 6.8 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.
- 6.9 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.

**7. BID DECLARATION**

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

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

8.1 B-BBEE Status Level of Contribution: = ..... (maximum of 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.

**9. SUB-CONTRACTING**

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

*( Tick applicable box)*

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

9.1.1 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		



10. **DECLARATION WITH REGARD TO COMPANY/FIRM**

10.1 Name of company/firm:.....

10.2 VAT registration number:.....

10.3 Company registration number:.....

10.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

10.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....

10.6 **COMPANY CLASSIFICATION**

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

[ TICK APPLICABLE BOX]

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

10.8 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.

<b>SIGNATURE(S) OF BIDDERS</b>
_____ Signature
_____ Name
_____ Date
_____ Signed at

<b>WITNESSES</b>
1. Witness signature
2. Witness signature

## **STANDARD RFQ TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET**

**A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation 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. A material deviation from the Standard Terms and Conditions could result in disqualification of a Quotation.**

### **1 SOLE AGREEMENT**

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

### **2 CONFORMITY WITH ORDER**

An Order shall only be valid if it is reduced to writing and issued by a duly delegated official. Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

### **3 DELIVERY AND TITLE**

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet

#### **4 PRICE AND PAYMENT**

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

#### **5 PROPRIETARY RIGHTS LIABILITY**

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

#### **6 PROPRIETARY INFORMATION**

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other

sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

## **7 PUBLICITY**

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

## **8 TERMINATION OF ORDER**

8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.

8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

## **9 ACCESS**

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## **10 WARRANTY**

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to

*[inter alia]* the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

## **11 INSOLVENCY**

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

## **12 SUBCONTRACTING**

- 12.1 The Supplier/Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier/Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 12.2 Should Transnet approve the Supplier/Service Provider's subcontracting arrangement, the Supplier/Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 12.3 The Supplier/Service Provider may not subcontract 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 of contributor than the Supplier/Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

## **13 ASSIGNMENT**

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

## **14 DATABASE OF RESTRICTED SUPPLIERS**

- 14.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 14.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 14.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to

National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website

- 14.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 14.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 14.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 14.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;

h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

i) has litigated against Transnet in bad faith.

14.8 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers/service providers. When a dispute arises between Transnet and its supplier/service provider, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;

b) Perjury. Where a supplier/service provider commits perjury either in giving evidence or on affidavit;

c) Scurrilous allegations. Where a supplier/service provider makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.

d) Abuse of court process. When a supplier/service provider abuses the court process in order to gain a competitive advantage during a bid process.

14.9 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be restricted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

## 15 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

## 16 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in



other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

**17 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8, 9, 12 and 18. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

**18 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

**oooOOooo**

## SUPPLIER DECLARATION FORM

---

Transnet Vendor Management has received a request to load / change your company details on to the Transnet vendor database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix V to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**NB:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

### **General Terms and Conditions:**

**Failure to submit the relevant documentation will delay the vendor creation / change process.**

Where applicable, the respective Transnet Operating Division processing your application may request further information from you.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable, as EMEs and QSEs are only expected to supply an affidavit as per Appendix III and IV), as well as all affidavits, annually. Failure to do so may result in the supplier's account being temporarily suspended.

### SUPPLIER DECLARATION FORM

**NB:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

CSD Number (MAAA xxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No. Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Did your company previously operate under another name? Yes  No

If **YES** state the previous details below:

Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status

VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

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

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

Is your company a Labour Broker?				Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.							
How many personnel does the business employ?				Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.							
Most recent Financial Year's Annual Turnover		<R10Million		>R10Million <R50Million		>R50Million	
Does your company have a valid BBBEE certificate?				Yes		No	
What is your broad based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of BBBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a <b>certified</b> letter signed by a physician, on the physician's letterhead, confirming the disability.							
<b>By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oaths</b>							
Name				Date			
Signature				Telephone No			

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

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

Appendix I

Example of an Affidavit or Solemn Declaration as to VAT registration status

---

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare that \_\_\_\_\_  
\_\_\_\_\_ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1 million threshold, as required in terms of the Value Added Tax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
Commissioner of Oaths

Appendix I

Example of an Affidavit or Solemn Declaration as to VAT registration status

---

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare that \_\_\_\_\_  
\_\_\_\_\_ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1 million threshold, as required in terms of the Value Added Tax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
Commissioner of Oaths

Appendix II

Example of an Affidavit or Solemn Declaration as to number of employees

---

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare that \_\_\_\_\_  
\_\_\_\_\_ employs three or more full time employees, which employees are  
engaged in the business of rendering the services of the organisation and are not connected  
persons as defined in the Income Tax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,  
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on  
his/her conscience and that the allegations herein contained are all true and correct.

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,

<b>Full Name &amp; Surname</b>	
<b>Identity Number</b>	

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.

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

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	<b>Level One</b> (135% B-BBEE procurement recognition) More than 51% black	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition) Less than 51% black	
Less than 51% black owned	<b>Level Four</b> (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,

<b>Full Name &amp; Surname</b>	
<b>Identity Number</b>	

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.

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

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	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	

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

# **ANNEXURE A - SPECIFICATION**

---

Respondent's Signature

---

Date & Company Stamp

Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications



**VEGETATION CONTROL – DISMANTLING OF HIGH RISK TREES**

**TECHNICAL CONTRACT SPECIFICATIONS**

Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications

**CONTENTS**

1	SCOPE OF WORK.....	3
2	SUFFICIENCY OF TENDER.....	3
3	DURATION OF CONTRACT.....	3
4	PERFORMANCE BOND.....	4
5	LOCATION OF THE WORKS.....	4
6	TO PROVIDED BY TRANSNET FREIGHT RAIL.....	4
7	TO BE PROVIDED BY THE SUPPLIER.....	4
8	EXISTING SERVICES.....	5
9	MANAGEMENT OF THE WORKS.....	5
10	PRICING INSTRUCTIONS.....	7
11	PRICE ADJUSTMENT FOR INFLATION.....	8
12	ENVIRONMENTAL REQUIREMENTS.....	8
13	DEFINITIONS.....	9
14	METHOD OF VEGETATION CONTROL.....	10
15	STANDARDS OF WORKMANSHIP FOR INDIVIDUAL WORKLOTS.....	11
16	MANUAL REMOVAL OF VEGETATION.....	11
17	REMEDIAL WORK.....	11
18	OVERALL CONTROL.....	11
19	GENERAL SPECIFICATIONS.....	11

## 1 SCOPE OF WORK

- 1.1 This contract covers the dismantling of high risk trees in close proximity to high voltage electrical equipment in the geographical area controlled by the Depot Engineer. The stumps of these dismantled trees must be treated with appropriate herbicide to the extent that the remains of these trees cease to exist. In many cases aerial rigging and lowering of branches to the ground whilst aloft in the trees will be required as well as the chipping of smaller branches on site.
- 1.2 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 or other areas included in the Contract.
- 1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the Supplier. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Supplier 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 Supplier of his/her responsibility for satisfactory control of vegetation.
- 1.4 Failure to comply with the minimum performance proposed by the Supplier 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.
- 1.5 The Supplier must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area and must also determine the best method to control the vegetation.
- 1.6 The performance due by the Supplier shall include any work arising from or incidental to the above or required of the Supplier for the proper completion of the Contract in accordance with the true meaning and intent of the Contract documents.

## 2 SUFFICIENCY OF TENDER

- 2.1 The Contract will only be awarded to a Supplier who has the required experience
  - 2.1.1 In the application of herbicides in Southern Africa as stipulated in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947.
  - 2.1.2 In the dismantling and permanent eradication of high risk trees close to high voltage equipment. The tenderer is required to have ORHVS training, aerial rescue training (FAS – Fall Arrestor System), be trained in dismantling of high risk trees near high voltage equipment and be in possession of appropriate rigging or high risk tree dismantling certificates.

## 3 DURATION OF CONTRACT

- 3.1 The work provides for the control of vegetation for commencement on the date of notification of acceptance of tender with Transnet Freight Rail for **1 year**. The start and completion date of

the Contract must **not exceed 12 months**.

#### **4 PERFORMANCE BOND**

4.1 A performance bond will not be applicable to this contract

#### **5 LOCATION OF THE WORKS**

5.1 The location of the works is as indicated in the Schedule of Quantities in the geographical area controlled by the Depot Engineering Manager.

#### **6 TO PROVIDED BY TRANSNET FREIGHT RAIL**

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

6.1.1 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Supplier shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use. These water points may be up to 200km apart.

6.1.2 Road vehicle accessibility via service roads to the work site is not always possible.

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

6.2 Plant and Material

6.2.1 Any plant and/or equipment provided to the Supplier at the beginning of the Contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Supplier, or the value thereof will be deducted from moneys falling due to him/her.

6.2.2 The Supplier shall provide written certification of compliance with specification of any materials (chemical) or equipment supplied by him / her.

#### **7 TO BE PROVIDED BY THE SUPPLIER**

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

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

7.3 The Supplier 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.

Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications

- 7.4 The personnel of the Supplier 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 or preferably bear the name of the Supplier's company. Should the Supplier wish to use another colour this must first be cleared with the Project Manager's Deputy.
- 7.5 An effective safety procedure to be followed by all personnel on any Transnet Freight Rail work site shall be compiled by the Supplier 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.
- 7.6 When required the Supplier shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.
- 7.7 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 Supplier 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.
- 7.8 The Supplier shall make available employees to be trained, certificated and used as Lookouts when required. The training shall be done at no charge to the Supplier.

## **8 EXISTING SERVICES**

- 8.1 Reinstatement of services and property damaged during execution of the work.
- 8.2 Any damages caused by the Supplier to Transnet property and services shall be rectified by the Supplier at his own cost and to the full satisfaction of the Transnet Freight Rail's representative.

## **9 MANAGEMENT OF THE WORKS**

### **9.1 SITE MEETINGS**

The Supplier shall attend site meetings when required. These meetings will be held under the chairmanship of Transnet's representative. These meetings will be conducted to monitor progress and discuss agreed issues when required. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards. When sub-Suppliers are required to attend, the Supplier shall ensure their attendance.

### **9.2 SITE BOOKS**

- 9.2.1 A Site Instruction Book, A4 size, with triplicate pages shall be provided by the Supplier. The format for written communication on site shall be the Site Instruction Book. The site instruction shall have numbered sheet for receiving and recording instructions by the Employer's representative and shall be clearly marked "Site Instruction Book".
- 9.2.2 A Daily Diary Book with triplicate pages shall be provided by the Supplier and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Schedule of Quantities completed for each day shall also be recorded and signed off by both Transnet

Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications

Freight Rail (TFR) and the Supplier at the end of each day. This site diary shall also serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.

- 9.2.3 Only persons authorised in writing by the Project Manager or Supplier may make entries in the site books.

**9.3 PROGRAMME OF WORK**

- 9.3.1 The Supplier shall undertake the detailed planning and programming of the entire vegetation control operation and shall submit this with the tender document. The programme shall be aligned with the commencement of the annual rainy season.

- 9.3.2 The Supplier shall within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be start with the initial treatment as submitted with the tender document.

- 9.3.3 The items listed below will form part of the evaluation criteria during tender evaluation. The particulars to be provided in respect of the Supplier's vegetation control programme shall include but not be limited to the following:

- 9.3.3.1 An undertaking that all equipment (including spraying equipment) will be ready for operation and that the work can commence timeously, to comply with requirements of the contract. The Supplier must be in possession of at least a "Sky Jack" or Cherry picker, mechanical winches, non-conductible cables and ladders, chipper for disposal of smaller branches amongst other specialised equipment. Chippers must be capable of disposing of branches 200mm in diameter.

- 9.3.3.2 An assessment, based on a proper site investigation of the nature and types of vegetation (a list) to be controlled in the Contract area.

- 9.3.3.3 A schedule of the plant and equipment dedicated to this project and available while on site.

- 9.3.3.4 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the Contract,

- 9.3.3.5 The herbicides to be applied, design mixes, rates of application and the timing and number of applications.

A list of registered products to be used in the work, supported by specimen labels and material safety data sheets, indicating:

- Trade name
- Generic name
- Registration Number
- Ingredients (type and content) as shown on the label
- Application rates

- 9.3.3.6 The methods and procedures to be implemented in the handling of herbicides pertaining to health and safety, quality control, protection of third parties and security,

- 9.3.3.7 Proof of appropriate current ORHVS, Aerial Rescue (FAS), Tree dismantling and Rigging



Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications

training as well as appropriate valid chainsaw operator training certificates.

9.3.4 The Supplier shall conduct regular site investigations and monitoring procedures for the purpose of:

- Ascertaining the nature of weed infestation and factors that could influence the work;
- monitoring the standard of weed control achieved;
- identifying any damage or hazards which may have been caused by the weed control operation, and
- planning of timeous execution of remedial work where control is not being achieved.

**9.3.4.1 The programme shall be completed in the shortest possible time as indicated in the delivery schedule in the technical evaluation criteria.**

9.3.5 It is required that for the duration of the Contract that the supplier shall base his / her work programme on the provision of a minimum of 2 fully operational teams, to commence work at different locations as will be indicated by the Project Manager's Deputy.

9.4 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.

#### 9.5 PERFORMANCE MONITORING INSPECTIONS

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

9.5.2 The Project Manager's Deputy shall at any time during the application periods carry out inspections of the Supplier's performance methods and procedures. He/she may at any time take samples of the herbicide applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Supplier and he/she may be ordered by the Project Manager's Deputy to re-treat entire worklots or sections where such herbicide were applied.

9.5.3 Inspection will take place on a monthly basis and will be based on the work carried out for that month.

### 10 PRICING INSTRUCTIONS

#### 10.1 GENERAL

10.1.1 The prices and rates must cover all costs and expenses that may be required for the execution of the works.

10.1.2 The quantities set out in the Schedule of Quantities are estimated and may be more or less than stated. The Supplier shall submit with the tender a complete and detailed priced Schedule of Quantities (prepared in black ink) for the Works.

Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications

10.1.3 Each item shall be priced by the Supplier. If the Supplier has omitted to price any items in the Schedule of Quantities, the tender will be regarded as non-responsive.

10.1.4 Payment for this Contract shall be based on the Schedule of Quantities and the payment will be made in accordance with the rates tendered in the Schedule of Quantities.

The absence of stated quantities in the Schedule of Quantities 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.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only.

## 10.2 PAYMENT

10.2.1 Payment will be based on the numbers of trees dismantled and treated as instructed by the Project Manager's Deputy and to which the Supplier successfully applied the vegetation control measures and has achieved the standard of control defined in Clause 13.2 and 14.

10.2.2 No payment will be made for trees where control achieved does not meet the standards of control specified.

10.2.3 Payment for the work completed will be made monthly and will be based on the number of trees dismantled.

## 11 PRICE ADJUSTMENT FOR INFLATION

11.1 A contract price adjustment factor will not be applicable for this contract.

## 12 ENVIRONMENTAL REQUIREMENTS

12.1 The Supplier's procedures for the procurement, storage, handling, transportation, application and general use of herbicide 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) The National Environmental Management Biodiversity act (Act 10 of 2004).
- f) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- g) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- h) Common law of nuisance.
- i) Mountain Catchment Area Act (Act 63 of 1970).
- j) The National Veld and Forest Fire Act (Act 101 of 1989)
- k) National Forest Act, act no. 84 of 1998.
- l) National Environmental Management: Waste Act, Act no. 59 of 2008.

12.2 The Supplier's authorised representative on site shall be a **registered Pest Control Operator**,

Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications

specialising in the field of **industrial 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.

In the event of work taking place on numerous sites at the same time, the Supplier must ensure that there is a registered Pest Control Operator on each site.

If a different Pest Control Operator from the one provided in the tender document is allocated to a specific team the Project Manager's deputy must be notified in writing together with a copy of a valid Pest control Operator certificate.

- 12.3 Certified copies of valid Pest Control Operators registration certificates of the supervisory staff that **are accountable for the works in this tender**. The name of the Pest Control Operator must be linked in the staffing structure to a specific team responsible for spraying.
- 12.4 A comprehensive Environmental Management plan including but not restricted to proof of reasonable measures to minimise impacts on the environment.

#### 12.5 DAMAGE TO FAUNA AND FLORA

12.5.1 The Supplier shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed.

12.5.2 The Supplier shall not apply any herbicide of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops vegetation or property or be hazardous to humans or animals. The Supplier shall assume full responsibility for the efficiency and safety of whatever herbicide are used.

12.5.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful herbicide and pollutants.

The Supplier shall institute and maintain procedures for the safe disposal of all herbicide and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

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

### 13 DEFINITIONS

13.1 **Project Manager's Deputy**. Any person appointed by the Employer to deputise for him / her in supervising and carrying out the Contract.

#### 13.2 CONTROL

13.2.1 Control is achieved when all existing or potential growth of vegetation is permanently impaired or destroyed by the application and effects of herbicide, to the extent that:

Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications

- High risk trees have been cut back to a height of 0.3 metre and that the remaining stumps cease to exist as living organisms or entities,
- All cut, dead or dry remains of any vegetation within the treated area are completely removed from Transnet Freight Rail property, or to sites designated on Transnet Freight Rail property by the Manager or his/her deputy,
- All branches of plants, outside the area to be controlled, which protrude or hang over into the area to be controlled, are removed.

The Supplier must ascertain the risk factor in felling the trees specified in the Schedule of Quantities prior to submitting a tender document for this work.

In the event that chipping of smaller branches be required this chipping will be measured per cubic metre chipped.

- 13.3 Formation is the finished earthworks surface upon which the track is laid.
- 13.4 Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).
- 13.5 Listed invasive plants means any invasive plant species listed in terms of section 70(1) of the National Environmental Management; Biodiversity act, Act 10 of 2004, as well as declared weeds and invader plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.
- 13.6 Spraying means the even and uniform application of herbicide at the rate specified and applies to liquid, granular or any other formulation.

#### **14 METHOD OF VEGETATION CONTROL**

- 14.1 The Supplier's methods and program shall provide rapid and effective control in all areas. Techniques, programming and herbicide employed shall therefore be directed at this aim. The Supplier shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the Contract.
- 14.2 Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only, shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in Clause 15.2 will be permitted.
- 14.3 The type of herbicides and the methods of application to be employed are as specified in the applicable returnable documents (Clause 9.3) and are subject to the approval of, and monitoring by the Project Manager's Deputy.
- 14.4 If the Supplier uses different herbicides from those approved by the Project Manager's Deputy as contained in the tender document, approval shall first be obtained in writing for use of other herbicides.
- 14.5 Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.
- 14.6 Any deviation from the method of work submitted as per the applicable returnable document

Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications

(Clause 9.3) by the Supplier shall be subject to the approval of the Project Manager's Deputy.

- 14.7 During the course of the Contract the Project Manager reserves the right to advise the Supplier on the active ingredients utilised to minimize the risk for the weeds to develop resistance to certain herbicides.

**15 STANDARDS OF WORKMANSHIP FOR INDIVIDUAL WORKLOTS**

- 15.1 Vegetation control shall be such that there is no regrowth on cut stumps occurring in the work area.
- 15.2 Plant material up to a height of 0.3 metre, other than woody plant material, must be alive.
- 15.3 Cut woody plant material must cease to exist.
- 15.4 There must be no cut, dead, or dry remains of any vegetation within the treated area. In instances where the Supplier is allowed to stack vegetative material elsewhere in the rail reserve, this material will be neatly stacked according to the requirements of the Manager.

**16 MANUAL REMOVAL OF VEGETATION**

- 16.1 For this Contract, the Supplier should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices includes all work necessary to achieve the required control, e.g. mechanical control, slashing and removal of debris before or just after spraying.

**17 REMEDIAL WORK**

- 17.1 The Supplier shall carry out remedial work where control has not been achieved, prior to the official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 0.3m and forming a nuisance or hazard to Transnet Freight Rail operations.
- 17.2 Hoeing (skoffel) will not be allowed on its own as a remedial action.
- 17.3 Fire may not be used as a method of vegetation control or as a method of remedial action.

**18 OVERALL CONTROL**

- 18.1 Failure by the Supplier to achieve the standard of "Overall Control" shall constitute a material breach of Contract by the Supplier, which will entitle the Employer to act in terms of the Standard Terms and Conditions of Contract for the provision of services to Transnet.

**19 GENERAL SPECIFICATIONS**

**19.1 WORK SPECIFICATIONS**

- 19.1.1 Standard Specifications.  
The following standard Specifications will be applicable to this Contract:

Vegetation Control – Dismantling of High Risk Trees  
Technical Contract Specifications

SANS 1200A – General

SABS Code of Practices no 0206-1983”Safety procedures for the disposal of surplus pesticides and associated toxic waste.”

19.1.2 The following Transnet Generic Specifications will be applicable to this Contract:

- E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations.
- E7/1 (July 1998); Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment.

19.2 HEALTH AND SAFETY

19.2.1 The Supplier shall at all time comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition).

19.2.2 The Supplier shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Supplier must conduct his own formal risk assessment to identify all risks. The Supplier is to clearly indicate in his tender submission the processes and procedures he intends implementing to mitigate the total of all these risks: e.g.

- Working with herbicides
- live OHTE
- Executing work on one line while a normal train service is running on adjacent line/s
- Sanitation and refuse disposal as a threat to the environment.

19.2.3 The Supplier shall be responsible to ensure the use of only technically competent trained staff on all types of work. The Supplier will have to ensure that the Supplier’s personnel operating his/her own locomotives, haulage equipment, road rail vehicles or any other track vehicles on Transnet Freight Rail lines undergo a Transnet Freight Rail Operating course and also receive a certificate of track section competency. This cost is to be borne by the Supplier.

19.2.4 The Supplier shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.

19.2.5 The Supplier shall be responsible to ensure that site staff are always competently trained with regards to Electrical Awareness Training.

19.2.6 The Supplier shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area Project Manager’s Deputies and Contract ‘supervisors’ site staff are always competently trained with regards to PWC Electrical Educational Training.

19.2.7 The Supplier shall also be responsible to ensure that Contract managers in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).

19.2.8 The Supplier shall ensure that all his employees undergo medical surveillance where

required by legislation.

19.2.9 Non-compliance with safety requirements will result in an immediate suspension of work without payment.

19.2.10 Where training is required by the Supplier, Transnet Freight Rail (TFR) is committed to provide training, the Supplier shall qualify his tender as to what and how many staff, training will be required for. After award of the Contract, the Supplier shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Project Manager's Deputy, for this training / testing.

*The following training shall be arranged for the following Suppliers staff:*

<b>Course</b>	<b>Objective</b>	<b>Duration &amp; trainer</b>	<b>Grade to attend</b>
A) <b>Awareness</b> (Electrical)	To inform all Suppliers staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two hour on-the-job lecture and training. <b>Accredited Electrical trainer / Depot's Electrical Supervisor</b>	<ul style="list-style-type: none"> <li>• All workers and staff working on the Contract</li> </ul>

The electrical awareness training must be arranged for beforehand on-the-job.

The electrical educational and competency training may be arranged for at either a depot's lecture room's (Transnet Freight Rail (TFR) property), or at a venue of the Suppliers choice (Suppliers cost).

# **ANNEXURE B**

## **100% COMPLIANCE TO SPECIFICATION (CLAUSE BY CLAUSE DECLARATION FORM)**

---

Respondent's Signature

---

Date & Company Stamp



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

**DISMANTLING OF HIGH RISK TREES IN VEREENIGIN DEPOT  
 FOR A PERIOD OF 12 MONTH**

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

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

Clause no.	Comply	Do not Comply	Comments
<b>1. SCOPE OF WORK</b>			
<b>2. SUFFICIENCY OF TENDER</b>			
<b>3. DURATION OF CONTRACT</b>			
<b>4. PERFORMANCE BOND</b>			
<b>5. LOCATION OF THE WORK</b>			
<b>6. TO BE PROVIDED BY CONTRACTOR</b>			
<b>7. INFORMATION TO BE PROVIDED WITH TENDER</b>			
<b>8. STANDARDS OR WORKMANSHIP</b>			
<b>7. PERFORMANCE MONITORING AND EVALUATION</b>			
<b>8. EXISTING SERVICES</b>			
<b>9. MANAGEMENT OF THE WORK</b>			
<b>10. PRICING INSTRUCTION</b>			
<b>11. PRICE ADJUSTMENT FOR INFLATION</b>			
<b>12. ENVIROMENTAL REQUIREMENT</b>			
<b>13. DEFINATION</b>			
<b>14. METHOD OF VEGETATION CONTROL</b>			
<b>15. STANDARD OF WORKMANSHIP</b>			
<b>16. MANUAL REMOVAL OF VEGETATION</b>			
<b>17. REMEDIAL WORK</b>			
<b>18. OVERRALL CONTROL</b>			
<b>19. GENERAL SPECIFICATION</b>			

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

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

# **ANNEXURE C**

# **TECHNICAL SCORING MATRIX**

---

Respondent's Signature

---

Date & Company Stamp



**DISMANTLING OF HIGH RISK TREES FOR VEREENIGIN DEPOT**

**TECHNICAL SCORING MATRIX**

**MINIMUM QUALIFYING THRESHOLD OF 70% IS REQUIRED**

**1. Work Program 25%**

The contractor must state when he/she intends to start and complete the job, this must also supported by providing a working programme which after awarding will then be used as a monitoring tool on work progress. Points given should be based on the duration sequential project activities as per specification. Lead time must also be taken into account

Indicators scoring	Percentage	Points	Unit Score	Final
Give no points if the bidder did not submit the work programme	Non Responsive	0	0=0%	
The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is a lack of clarity logic in sequencing.	Poor	1	1=15%	
All key activities are included in the schedule but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed lead time	Average	2	2=20%	
The work plan fits the approach paper well, all activities are indicated in the activity schedule, their timing and sequence with project objectives. The use of resources is well defined and allocated.	Good	3	3=25%	

**2. Quality Control Plan 25%**

The contractor must provide the quality control Plan, Stating the Sections he/she will perform and what quality in terms of safety and deliverables will be controlled during execution of the project. The contractor must also prove at what level will his/her work quality will be approved by the Technical Officer/ Project Manager.

Indicators scoring	Percentage	Points	Unit Score	Final
Give no points if the bidder did not submit the work programme	Non Responsive	0	0=0%	
Give 1 point if Quality control plan only provides the sections and no activities to check the quality control on provided plan does not show when quality will be approved by Technical Officer.	Poor	1	1=15%	
Give 2 points if Quality control plan only provides the sections and activities to check the quality control on, plan does not show when will quality be approved by Technical Officer	Average	2	2=20%	
Give full points if the quality control plan provides the full details of section to work on and list of activities to check the quality control on in terms of safety and deliverables and approvals of Technical officer is provided each level of activity.	Good	3	3=25%	

**3. Technical Capacity/ Resources 25%**

The contractor must prove to TFR that he/she has the Capacity in terms of Resources to execute the project. The Bidder must include the required equipment information with the bid document for evaluation purposes by means of one of the following options:

1. The bidder must indicate number of teams to be utilised on site.
2. Bidders must indicate the number of chain saws per team.

Indicators scoring	Percentage	Points	Unit Score	Final
Give no points if the bidder did not indicate the number of teams and the number of chain saws to be used on the projects.	Non Responsive	0	0%	
Give 1 point if the bidder indicated the number of teams without the number of Chain saws.	Average	1	1=15%	
Give 2 points if bidder indicated the number of teams and number of Chain saws per team.	Good	2	2=25%	

**Relevant Experience 25%**

Work Experience with respect to specific aspects of the projects/Comparable projects. Greater weight should be given to projects of a similar nature for the last 5 years. The contractor should have and completed.

Indicators scoring	Percentage	Points	Unit Score	Final
Give no points if there is no project performed or if there is no proof submitted	Non Responsive	0	0%	
Give 1 point if completion of one Similar projects was performed and the proof is submitted (letter of completion)	Poor	1	1=5%	
Give 2 points if completion of two Similar projects was performed and the proof is submitted (letter of completion)	Average	2	2=10%	
Give 3 points if completion of three Similar projects was performed and the proof is submitted (letter of completion)	Good	3	3=15%	
Give 4 points if completion of four Similar projects was performed and the proof is submitted (letter of completion)	Very good	4	4=20%	
Give full points if completion of five or more Similar projects was performed and the proof is submitted (letter of completion)	Excellent	5	5=25%	