

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: ERAC-FDT-23095

**RFQ FOR THE PROVISION OF TREE FELLING AND STUMP APPLICATION AT
MINNAAR RELAY ROOM**

ISSUE DATE: 08 December 2016

Briefing Date: 06 January 2017

CLOSING DATE: 17 January 2017

CLOSING TIME: 10:00

VALIDITY PERIOD: 17 April 2017

Section 1

NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	FOR THE PROVISION OF TREE FELLING AND STUMP APPLICATION AT MINNAAR												
BID FEE AND BANKING DETAILS	<p>A Bid fee of R250 [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail Tender Office.</p> <p>Payment is to be made as follows:</p> <table><tr><td>Account Name</td><td>:</td><td>Transnet Freight Rail</td></tr><tr><td>Account</td><td>:</td><td>Standard Bank</td></tr><tr><td>Account number</td><td>:</td><td>203158598</td></tr><tr><td>Branch code</td><td>:</td><td>004805</td></tr></table> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the Tender document and submitted thereafter with your Quotation.</p>	Account Name	:	Transnet Freight Rail	Account	:	Standard Bank	Account number	:	203158598	Branch code	:	004805
Account Name	:	Transnet Freight Rail											
Account	:	Standard Bank											
Account number	:	203158598											
Branch code	:	004805											
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between 09:00 and 15:00 from 08 December 2016 until 15 December 2016 and will be available again from 03 January until 05 January 2017</p> <p>This RFQ may be collected from the following address: Transnet Freight Rail Tender Advice Centre, Ground Floor, Nzasm Building, Room G16, Corner of Paul Kruger and Minaar Street Pretoria, 0001</p>												
COMPULSORY BRIEFING SESSION	<p>A compulsory briefing session will be conducted on Friday, 06 January 2017, 10H00 at Transnet Freight Rail, Ogies (Operations) and then proceed to Minnaar relay room for site viewing</p> <p>[Respondents to provide own transportation and accommodation]. The briefing session will start punctually at 10H00 and information will not be repeated for the benefit of Respondents arriving late.</p> <p>Contact Person for technical and directions enquiries: Nomakhazi Matshaya on 083 980 0478 /017 815 1230</p> <p>A Certificate of Attendance in the form set out in Section 9 hereto must be completed and submitted with your Quotation as proof of attendance is required for a Compulsory RFQ briefing.</p> <p>Respondents failing to attend the compulsory RFQ briefing will be disqualified</p> <p>RESPONDENTS ARE REQUIRED TO BRING ALONG SAFETEEY BOOTS AND REFLECTIVE VEST AS WILL PROCEED TO MINAAR RELAY ROOM FOR A SITE VISIT AFTER THE BRIEFING SESSION</p>												

CLOSING DATE	<p>10:00 on Tuesday 17 January 2017 This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Tender Advice Centre, Ground Floor, Tender Box in the foyer Nzasm Building, Corner of Paul Kruger and Minaar Street Pretoria, 0001</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>End of validity period: 17 April 2017 Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
SPECIAL CONDITIONS	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 05 January 2017 by sending an email with their contact details to the following address: : Gloria.Nhlapo@transnet.net or Dudu.Mkwebane@transnet.net This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</p>

2 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.

3 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 R1 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.

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;

- make no award at all;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract and/or place the Respondent on Transnet's list of Restricted Suppliers.

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

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

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.

Transnet reserves the right to lower the threshold for Technical from **80% to 70%** if no Bidders pass the predetermined minimum threshold.

TREE FELLING AND STUMP APPLICATION SPECIFICATION

11 SCOPE OF WORK

11.1 This RFQ covers eradication of Eucalyptus spp and other species by means of felling and stump application at the following location: Minnaar Relay room

11.2 SUFFICIENCY OF RFQ

11.2.1 The RFQ will only be awarded to a tenderer who has a proven record of wide experience in tree felling and the application of herbicides in Southern Africa.

11.3 DURATION OF CONTRACT

11.3.1 The contract period shall be once off.

11.3.2 Transnet Freight Rail reserves the right to cancel the contract if the standards of workmanship and accuracy as specified are not achieved.

11.4 PROJECT MANAGER

11.4.1 For the purpose of this contract, the Project Manager shall be the Horticultusist appointed by the Depot Engineer

11.5 COMPLIANCE WITH STATUETS AND SAFETY RULES

11.5.1 The Respondent shall comply with all applicable legislation and the Transnet safety rules, which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the contract.

11.5.2 The Respondent shall in particular comply with the following Acts including but **not restricted** to:

11.5.2.1 The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.

11.5.2.2 The Hazardous Substance Act (Act 15 of 1973)

11.5.2.3 The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) where applicable.

11.5.2.4 SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste."

11.5.2.5 The Environmental Conservation Act (Act 73 of 1989).

11.5.2.6 The Occupational Health and Safety Act (Act 85 of 1993 as amended).

11.5.2.7 The compensation for Occupational Injuries and Diseases Act, No 130 of 1993

11.5.2.8 National Forest and Fire Act 101 of 1998

11.6 The Respondent or his authorised representative shall be a registered Pest Control Operator, specialising in the field of weed control and registered in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended. **A registered Pest Control Officer, registered in the field of industrial weed control, shall be in direct control of the any chemical application on site.** Proof of certificate of registration is to be submitted with the tender documents.

11.7 TO BE PROVIDED BY TRANSNET FREIGHT RAIL

11.7.1 Transnet Freight Rail will supply dates to the successful Respondent on award of the RFQ as to when the cutting of trees at Minnaar will take place.

11.7.2 The Technical officer or his deputy will be present during these occupation times.

11.7.3 Transnet Freight Rail will provide the necessary trained flagmen along the railway line and other personnel required at the track when the work takes place.

11.8 INFORMATION TO BE SUPPLIED WITH RFQ

11.8.1 A list of registered products to be used in the work, supported by specimen label, indicating:

11.8.1.1 Trade Name

11.8.1.2 Generic Name

11.8.1.3 Registration Number

11.8.1.4 Ingredients (type and content) as shown on the label

11.8.1.5 Application rates

11.8.2 The Technical Officer's approval shall first be obtained for use of other herbicides.

11.8.3 A description of the methods to be used for Tree pruning/felling must be provided. This must include the description and rate of application of chemicals, the precautions to be taken to prevent damage of adjacent vegetation.

11.8.4 A copy of the certificate issued by the department of Agriculture to certify that the respondent or his/her representative is registered as a pest control operator, registered in the field of industrial weed control in terms of Act 36 of 1947, as stipulated in Clause 11.8.4 must be submitted, and or proof of experience in the field of chemical application to cut stumps, (i.e. Forestry Management).

11.9 SCOPE

11.9.1 The scope of the work consists of the following:

11.9.1.1 The Felling of Eucalyptus species and others as required.

11.9.1.2 The maintenance of coppice growth.

11.9.1.3 The control of re-growth by means of chemical inhibitors.

11.9.1.4 The removal of all vegetative matter as a result of tree felling and pruning by means of chipping or removal from site.

11.10 DEFINITIONS

11.10.1 FELLING

The removal of all crown vegetation and stem to a height of not more than 250mm from the ground.

11.10.2 COPPICE

The natural re-growth from nodes on the stem after felling of the tree.

11.10.3 MAINTENANCE OF COPPICE

The maintenance of the re-growth to facilitate leader on the cut stump.

11.11 MATERIALS AND EQUIPMENT

11.11.1 The Respondent shall supply all plant, labour, equipment consumables and materials of any description required to do the work.

11.11.2 The Respondent shall submit for the approval of the Engineer details of herbicides or any chemicals he may intend using.

11.11.3 The Respondent shall take cognisance of all agricultural and environmental factors that may be affected by the use of any chemical substances, and he shall take all necessary precautions to ensure safe and effective use thereof.

11.11.4 Notwithstanding the Project Manager's approval for the use of any chemical substance, the Respondent shall be solely responsible for any damage whatsoever which may arise through its use.

11.11.5 The Respondent must supply a list of all equipment available for the execution of the work. All equipment must comply with the relevant NOSA standards and copies of certificates must be produced before making use of this equipment.

11.12 PROGRAMME OF WORK

11.12.1 The Respondent shall undertake the planning and programming of the entire tree felling, removal, and stump application operation and shall submit to the Technical Officer for approval of this programme.

11.12.2 The particulars to be provided in respect of the Respondent's programme shall include, but not be limited to the following:

11.12.2.1 An assessment, based on a proper site investigation of the nature and types of trees to be controlled in the area.

11.12.2.2 The appropriate methods and procedures to be implemented by him to achieve the standards of control required in terms of the contract.

11.12.2.3 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security.

11.12.3 The Respondent shall conduct regular site investigations and monitoring procedures for the purpose of:

11.12.3.1 Ascertaining the progress of the felling operation.

11.12.3.2 Monitoring the re-growth and application of growth retardant if necessary.

11.12.3.3 Identifying any damage or hazards, which may have been caused by the operation, and taking corrective measures.

11.12.3.4 Planning of timeous execution of remedial work when it is required.

11.12.3.5 The program shall be based on quantities and areas shown in the Schedule of Quantities and Prices.

11.13 PERFORMANCE MONITORING AND EVALUATION

11.13.1 The Respondent shall at all times be responsible for supervision of the work and monitor the successful control achieved over area of completed work. He shall immediately take appropriate remedial action in areas where specified standards of control are not achieved.

11.13.2 The Project Manager or the Technical Officer shall, at any time during the contract period, carry out inspections of the Respondent's performance methods and procedures. He may at any time take samples of the chemicals 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 Respondent and he may be ordered by the Project Manager to re-treat entire areas or sections where such chemicals have been applied at his own cost

11.13.3 The Project Manager or the Technical Officer will carry out inspections of the work during the Contract period for the purpose of measuring progress and evaluating whether control, as defined in Clause **11.16.1** has been achieved. The inspections shall be performed visually and the Respondent shall be present or forfeit his right to dispute the measurements and evaluation of the Technical Officer.

11.13.4 During each of these inspections, areas that do not comply with the standard of control for the felling of trees will be final and valid. The Respondent may contest the rejection by the Project Manager of work performed only at the time and place of rejection.

11.13.5 In the case where the Project Manager, or his representative, and the Respondent fail to agree on whether an area or part thereof has failed, the area or part thereof shall be recorded as a "disputed area." Thereafter the Respondent shall prepare an appropriate record of all disputed areas in order that such disputes may be resolved by way of the disputes resolution procedures.

11.14 **WORK METHOD**

11.14.1 **SITE CONDITION AND ACCESS**

11.13.1.1 Further to what is stated in clause **11.9.1** of this specification, tree felling and stump application may be required on the side slopes of embankments and cuttings. The Respondent shall make due allowance for work being carried out on steep slopes and adjacent to overhead power lines.

11.14.2 **EXISTING VEGETATION**

11.14.2.1 The Respondent shall not damage existing vegetation, (grasses) and trees which have been marked for not cutting prior to the commencement of work, and shall be held responsible for the full reinstatement thereof should avoidable damage of any nature occur.

11.14.3 **TREE FELLING AND STUMP APPLICATION**

11.14.3.1 This will comprise of felling trees occurring in Minnaar Relay Room. Trees to be felled in the area are close to the railway line and electrical lines. Other trees that may also require felling in this phase will be the largest trees in the area.

11.14.3.2 The chemical treatment of unwanted trees by means of cut stump treatment, maintenance of the coppice and planting of new trees will be required in these areas when all the biomass as a result of the felling in the area has been removed.

11.14.4 **DISPOSAL OF VEGETATIVE MATERIAL**

11.14.4.1 The Respondent at no additional cost shall remove all vegetative matter resulting from the cutting trees, from all cuttings and embankments. The Respondent is to ensure that **no vegetative** matter is deposited into open lined concrete channels and culvert inlets and outlets. No disposal of vegetative matter may be done on adjacent land.

11.14.4.2 Vegetative matter to be removed from cuttings and embankments is not allowed to take place across the railway track without the necessary protection in place, as agreed to by the Project Manager.

11.14.5 **USE OF CHEMICALS**

11.14.5.1 The herbicides so specified shall be used as the basis for evaluating the efficiency of the Respondent's proposed method of work.

11.14.5.2 The use of any other type of herbicide other than that proposed at the tender stage and described in **11.5** shall be subject to the Project Manager's approval.

11.15 **TOLERANCES**

11.15.1 The Respondent's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, codes of practice and Local, Regional or Provincial Authorities, including but **not restricted** to:

11.15.1.1 The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.

11.15.1.2 The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) where applicable.

11.15.1.3 The Environmental Conservation Act (Act 73 of 1989).

11.15.1.4 The Occupational Health and Safety Act (Act 85 of 1993 as amended).

11.15.1.5 The Respondent or his authorised representative shall be a registered Pest Control Operator, specialising in the field of weed control and registered in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended. A registered Pest Control Officer shall be in direct control of the work taking place on site. Proof of certificate of registration is to be submitted with the tender documents.

11.16 **OVERALL CONTROL**

11.16.1 The overall control shall be deemed satisfactory in accordance with once off treatment. All trees within the prescribed area indicated to be cut, have been felled. All the biomass as a result of cutting of trees is removed from site

11.17 DAMAGE TO FAUNA AND FLORA

11.17.1 The Respondent shall ensure that his employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area where chemicals are being applied. The Respondent shall take the presence of drainage works within the reserve into account and shall ensure that no water-borne movement of herbicides is possible.

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

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

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

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

11.17.4 The Respondent shall take particular note of environmentally sensitive areas and shall plan and execute his work with the utmost care and responsibility.

11.18 MEASUREMENT AND PAYMENT

11.18.1 The Respondent will be paid on successful completion of this project. The felling of any Invader trees or trees smaller than this will not be paid for individually, but must be included in the costs for felling of the larger trees.

11.18.2 The tendered rate for the felling of trees shall allow for all materials required to perform this operation not measured elsewhere, and any incidental costs incurred in the to remove all the felled material and the achievement of acceptable growth.

11.18.3 No payment will take place without inspection being done in conjunction with the Project Manager and the Respondent. Should an area not conform to the required standard as of the document, no payment will take place.

11.19 Safety/Risk/Health and Environmental Plan

A Safety, Risk, Health and Environmental plan will be required to be submitted with the RFQ document. The respondent should take the following points in consideration when compiling the plan

Documents required on file

11.19.1 Personnel information

- 11.19.1.1 Induction Certificate
- 11.19.1.2 Medical surveillance and certificate of fitness
- 11.19.1.3 Competency certificate
- 11.19.1.4 ID Copy
- 11.19.1.5 Acknowledgement of receiving Personal Protective Equipment's (PPE's)

11.19.2 Signing On Procedure

- 11.19.2.1 Signing of attendance register with all personal particulars
- 11.19.2.2 Declaration of Fit / Unfit for duty
- 11.19.2.3 Proof of training / certificate to operate substance abuse testing machine
- 11.19.2.4 Valid calibration certificate for substance abuse testing machine
- 11.19.2.5 Substance abuse testing proof or results for all personnel on site
- 11.19.2.6 Safety Topic discussed at the depot

11.19.3 On-site signing On Procedure

- 11.19.3.1 Identify Emergency Assemble Point
- 11.19.3.2 Conduct on site walk about doing Hazard Identification Risk Assessment (HIRA)
- 11.19.3.3 Conduct on-site safety talk based on your HIRA findings and activity to be performed
- 11.19.3.4 Identify reverse parking area, smoking area & show first aid box and fire extinguisher to the team
- 11.19.3.5 Inspect PPE's in order to ensure that everybody has a right PPE for the task to be executed
- 11.19.3.6 Inspect tools in order to ensure that everybody has a right tool for the task to be executed
- 11.19.3.7 Let the team sign to acknowledge all of the above points

11.19.4 Incident Management

- 11.19.4.1 Report incidents or accidents immediately to technical officer
- 11.19.4.2 Inform First Aiders on site to render first aid service to the injured employee
- 11.19.4.3 Activate nearby ambulance to take injured employee to hospital.
- 11.19.4.4 Stop the team and direct them to Emergency Assemble Point to conduct incident recall
- 11.19.4.5 Offer Employee Assistance Program (EAP) to all those who might require it due on the incident

11.19.5 Logbooks and Registers

- 11.19.5.1 Electric Equipment / Tools Register - Portable

11.19.5.2 Fall Protection Plan Checklist

11.19.5.3 Personal Protective Equipment and Clothing

11.19.6 Risk Management

11.19.6.1 Task descriptions

11.19.6.2 Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan

11.19.6.3 Risk Assessment (Construction Regulation 7)

11.19.6.4 Occupational Hygiene Surveys e.g. Noise, Dust etc.

11.19.7 Emergency Planning – Evacuation plan

11.19.7.1 Evacuation procedure

11.19.7.2 Site Procedure

11.19.7.3 Emergency response numbers

11.19.8 SHE Communications

11.19.8.1 Safety/Toolbox talks

11.19.8.2 Incident Recall

11.19.9 Safe Working Procedures

11.19.9.1 Method Statements

11.19.9.2 Safe Operating Procedures

11.19.9.3 Task/Job observations

11.19.10 Fall Protection Plan

11.19.10.1 Documented fall protection plan

11.19.10.2 Rescue Plan

11.19.10.3 Training/Certification

11.19.10.4 Fall arrest and protection equipment

11.19.11 Personal Protective Equipment and Clothing

11.19.11.1 PPE required: Safety boots, goggles, rubber gloves, respiratory mask, overalls, safety harness, chainsaw gloves, pants and tops, helmet with ear-muffs and face shield, dust mask

11.19.11.2 PPE proof of issue

11.19.12 Environmental Management Plan

Note: TFR Environmental Consultant will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project

Provide procedure of the following:

11.19.12.1 Control of Dust

11.19.12.2 Noise Pollution Control

11.19.12.3 Waste management

11.19.12.4 Environmental Incident Management (Sect 30 NEMA)

11.19.12.5 Contamination of surface and underground water

11.19.12.6 Environmental Clean-up and Rehabilitation

11.20 Equipment / Plants required for the purpose of this contract

- Knapsack sprayers
- Bakkie / 1 ton truck
- Chainsaw
- High-up/ cherry pick

12 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.

13 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subRespondent(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.

14 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. 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: _____.

15 Tax Compliance

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

15.1 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 authorize 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: _____.

15.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- 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?

If a Respondent's answers to any one (or more) of the questions 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 with either a tax clearance certificate / tax clearance PIN issued by SARS.

16 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 TREE FELLING AND STUMP APPLICATION
CLOSING VENUE: TRANSNET FREIGHT RAIL, NZASM BUILDING,
TENDER ADVICE CENTRE, GROUND FLOOR, TENDER BOX IN THE FOYER
CORNER OF PAUL KRUGER AND MINNAAR STREET
PRETORIA, 0001

CLOSING DATE & TIME: 17 JANUARY 2017 @10:00

VALIDITY PERIOD: 17 APRIL 2017

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	<ul style="list-style-type: none"> Submission of Mandatory Documents / Schedules Submission of Essential Documents / Schedules
Substantive responsiveness	<ul style="list-style-type: none"> Prequalification criteria, if any, must be met and Chainsaw Certificate and Pest Control Operator Certificate in terms of Act 36 of 1947 as amended (PCO-Weed Control) Compliance to Transnet Specifications (Clause by clause to Specification) Pricing Schedule submitted and all items on pricing schedule priced NB: (Failure to submit the above mentioned documents, tender will not be evaluated to the next stage)
Functionality Threshold	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 80%. Proven experience, Plant and Equipment and Health/Safety/Risk and Environmental Plan will be considered as part of the technical evaluation.</p> <ul style="list-style-type: none"> Plant and Equipment 30% Submit Health/Safety/Risk and Environmental Plan 30% Experience (Industrial Vegetation Control) 40%
Final weighted evaluation based on 80/20	<ul style="list-style-type: none"> Pricing and price basis [firm] B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period 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.

This RFQ is valid until 28 February 2017

3 Disclosure of Prices Quoted

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

4 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
• Section 3 – Quotation Form (Pricing Schedule submitted and all items on pricing schedule priced)	
• Chainsaw Certificates and Pest Control Operator Certificate in terms of Act 36 of 1947 as amended (PCO-Weed Control)	
• Compliance to Transnet Specifications (Clause by clause to Specification)	

b) **Essential Returnable Documents**

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

Essential Returnable Documents required for evaluation purposes:

Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	
- SECTION 2 : Evaluation criteria and list of returnable documents	

Other Essential Returnable Documents:

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

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate 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	
SECTION 9: Certificate of attendance of site meeting / RFQ briefing	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

Respondent's Signature

Date & Company Stamp

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:

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

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

Price Schedule

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

ITEM NO.	DESCRIPTION	Unit of measure	Quantity	Unit Price	Total Price
1	Trees	+/-5m length X +/- 750mm width in diameter	30		
2	Shrubs	less than 3m length X +/- 300mm width in diameter	40		
				Sub Total	
				14% VAT	
				TOTAL	

WITNESS

1. _____

DATE

RESPONDENT

DATE

Respondent's Signature

Date & Company Stamp

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

Notes to Pricing:

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

REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels: Proof of experience on Industrial Vegetation Control

Company Name	Nature of work	Value of work	Contact Person	Contact details	Year Completed

Respondent's Signature

Date & Company Stamp

SECTION 4

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

1. Transnet's General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact*
4. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".
5. E4E – Safety Arrangements and Procedural Compliance (Act 85 of 1993) and applicable Regulations
Respondents are to note that the documents marked with a "*" are available on request or at the Transnet website (www.transnet.net). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents".

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

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

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

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

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____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

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 are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

10. We further hereby certify that I/we **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 **Failure on the part of a bidder to submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] 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**.

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) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"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;
- (h) **"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;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"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);
- (k) **"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 Respondent and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise 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) **"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;
- (q) **"sub-contract"** means the primary Respondent's assigning, leasing, making out work to, or employing, another person to support such primary Respondent in the execution of part of a project in terms of the contract;
- (r) **"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;
- (s) **"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
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (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	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership**. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 **QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit** on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 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-Respondent is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 8.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-Respondent.....
- The B-BBEE status level of the sub-Respondent.....
- Whether the sub-Respondent is an EME.

(*Tick applicable box*)

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

9.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE 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 Respondent may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, 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) restrict the bidder or Respondent, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

Section 7 – CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION

Item no	Comply	Does not comply	Reasons/comments for non-compliance to project specification
11.1 This RFQ covers eradication of Eucalyptus spp and other species by means of felling and stump application at the following location: Minnaar Relay room			
11.2.1 The RFQ will only be awarded to a tenderer who has a proven record of wide experience in tree felling and the application of herbicides in Southern Africa.			
11.3.1 The contract period shall be once off.			
11.3.2 Transnet Freight Rail reserves the right to cancel the contract if the standards of workmanship and accuracy as specified are not achieved.			
11.4.1 For the purpose of this contract, the Project Manager shall be the Horticultusist appointed by the Depot Engineer			
11.5.1 The Respondent shall comply with all applicable legislation and the Transnet safety rules, which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the contract.			
11.5.2 The Respondent shall in particular comply with the following Acts including but not restricted to:			
11.5.2.1 The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.			
11.5.2.2 The Hazardous Substance Act (Act 15 of 1973)			
11.5.2.3 The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) where applicable.			

11.5.2.4 SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste."			
11.5.2.5 The Environmental Conservation Act (Act 73 of 1989).			
11.5.2.6 The Occupational Health and Safety Act (Act 85 of 1993 as amended			
11.5.2.7 The compensation for Occupational Injuries and Diseases Act, No 130 of 1993			
11.5.2.8 National Forest and Fire Act 101 of 1998			
11.6 The Respondent or his authorised representative shall be a registered Pest Control Operator, specialising in the field of weed control and registered in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended. A registered Pest Control Officer, registered in the field of industrial weed control, shall be in direct control of the any chemical application on site. Proof of certificate of registration is to be submitted with the tender documents.			
11.7.1 Transnet Freight Rail will supply dates to the successful Respondent on award of RFQ as to when the cutting of trees at Minnaar will take place			
11.7.2 The Technical officer or his deputy will be present during these occupation times.			
11.7.3 Transnet Freight Rail will provide the necessary trained flagmen along the railway line and other personnel required at the track when the work takes place			

11.8 INFORMATION TO BE SUPPLIED WITH RFQ			
11.8.1 A list of registered products to be used in the work, supported by specimen label, indicating:			
11.8.1.1 Trade Name			
11.8.1.2 Generic Name			
11.8.1.3 Registration Number			
11.8.1.4 Ingredients (type and content) as shown on the label			
11.8.1.5 Application rates			
11.8.2 The Technical Officer's approval shall first be obtained for use of other herbicides.			
11.8.3 A description of the methods to be used for Tree pruning/felling must be provided. This must include the description and rate of application of chemicals, the precautions to be taken to prevent damage of adjacent vegetation.			
11.8.4 A copy of the certificate issued by the department of Agriculture to certify that the tenderer or his/her representative is registered as a pest control operator, registered in the field of industrial weed control in terms of Act 36 of 1947, as stipulated in Clause 11.8.4 must be submitted, and or proof of experience in the field of chemical application to cut stumps, (i.e. Forestry Management).			
11.9.1 The scope of the work consists of the following:			
11.9.1.1 The Felling of Eucalyptus species and others as required.			
11.9.1.2 The maintenance of coppice growth			
11.9.1.3 The control of re-growth by means of chemical inhibitors.			

11.9.1.4 The removal of all vegetative matter as a result of tree felling and pruning by means of chipping or removal from site.			
11.10.1 FELLING The removal of all crown vegetation and stem to a height of not more than 250mm from the ground.			
11.10.2 COPPICE The natural re-growth from nodes on the stem after felling of the tree.			
11.10.3 MAINTENANCE OF COPPICE The maintenance of the re-growth to facilitate leader on the cut stump.			
11.11 MATERIALS AND EQUIPMENT 11.11.1 The Respondent shall supply all plant, labour, equipment consumables and materials of any description required to do the work.			
11.11.2 The Respondent shall submit for the approval of the Engineer details of herbicides or any chemicals he may intend using.			
11.11.3 The Respondent shall take cognisance of all agricultural and environmental factors that may be affected by the use of any chemical substances, and he shall take all necessary precautions to ensure safe and effective use thereof.			
11.11.4 Notwithstanding the Project Manager's approval for the use of any chemical substance, the Respondent shall be solely responsible for any damage whatsoever which may arise through its use.			
11.11.5 The Respondent must supply a list of all equipment available for the execution of the work. All equipment must comply with			

the relevant NOSA standards and copies of certificates must be produced before making use of this equipment.			
11.12 PROGRAMME OF WORK			
11.12.1 The Respondent shall undertake the planning and programming of the entire tree felling, removal, and stump application operation and shall submit to the Technical Officer for approval of this programme.			
11.12.2 The particulars to be provided in respect of the Respondent's programme shall include, but not be limited to the following:			
11.12.2.1 An assessment, based on a proper site investigation of the nature and types of trees to be controlled in the area.			
11.12.2.2 The appropriate methods and procedures to be implemented by him to achieve the standards of control required in terms of the contract.			
11.12.2.3 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security.			
11.12.3 The Respondent shall conduct regular site investigations and monitoring procedures for the purpose of:			
11.12.3.1 Ascertaining the progress of the felling operation.			
11.12.3.2 Monitoring the re-growth and application of growth retardant if necessary.			
11.12.3.3 Identifying any damage or hazards, which may have been caused by the operation, and taking corrective measures.			
11.12.3.4 Planning of timeous execution of remedial work when it is required.			

11.12.3.5 The program shall be based on quantities and areas shown in the Schedule of Quantities and Prices.			
11.13 PERFORMANCE MONITORING AND EVALUATION			
11.13.1 The Respondent shall at all times be responsible for supervision of the work and monitor the successful control achieved over area of completed work. He shall immediately take appropriate remedial action in areas where specified standards of control are not achieved.			
11.13.2 The Project Manager or the Technical Officer shall, at any time during the contract period, carry out inspections of the Respondent's performance methods and procedures. He may at any time take samples of the chemicals 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 Respondent and he may be ordered by the Project Manager to re-treat entire areas or sections where such chemicals have been applied at his own cost			
11.13.3 The Project Manager or the Technical Officer will carry out inspections of the work during the Contract period for the purpose of measuring progress and evaluating whether control, as defined in Clause 11.16.1, has been achieved. The inspections shall be performed visually and the Respondent shall be present or forfeit his right to dispute the measurements and evaluation of the Technical Officer.			
11.13.4 During each of these inspections, areas that do not comply with the standard of control for the felling of trees will be final and valid. The Respondent may contest the			

rejection by the Project Manager of work performed only at the time and place of rejection.			
11.13.5 In the case where the Project Manager, or his representative, and the Respondent fail to agree on whether an area or part thereof has failed, the area or part thereof shall be recorded as a "disputed area." Thereafter the Respondent shall prepare an appropriate record of all disputed areas in order that such disputes may be resolved by way of the disputes resolution procedures			
11.14 WORK METHOD			
11.14.1 SITE CONDITION AND ACCESS 11.14.1.1 Further to what is stated in clause 11.9.1 of this specification, tree felling and stump application may be required on the side slopes of embankments and cuttings. The Respondent shall make due allowance for work being carried out on steep slopes and adjacent to overhead power lines.			
11.14.2 EXISTING VEGETATION 11.14.2.1 The Respondent shall not damage existing vegetation, (grasses) and trees which have been marked for not cutting prior to the commencement of work, and shall be held responsible for the full reinstatement thereof should avoidable damage of any nature occur.			
11.14.3 TREE FELLING AND STUMP APPLICATION 11.14.3.1 This will comprise of felling trees occurring in Minnaar Relay Room. Trees to be felled in the area are close to the railway line and electrical lines. Other trees that may also require felling in this phase will be the largest trees in the area. 11.13.3.2 The chemical treatment of unwanted			

trees by means of cut stump treatment, maintenance of the coppice and planting of new trees will be required in these areas when all the biomass as a result of the felling in the area has been removed.			
11.14.4 DISPOSAL OF VEGETATIVE MATERIAL 11.14.4.1 The Respondent at no additional cost shall remove all vegetative matter resulting from the cutting trees, from all cuttings and embankments. The Respondent is to ensure that no vegetative matter is deposited into open lined concrete channels and culvert inlets and outlets. No disposal of vegetative matter may be done on adjacent land.			
11.14.4.2 Vegetative matter to be removed from cuttings and embankments is not allowed to take place across the railway track without the necessary protection in place, as agreed to by the Project Manager.			
11.14.5 USE OF CHEMICALS 11.14.5.1 The herbicides so specified shall be used as the basis for evaluating the efficiency of the Respondent's proposed method of work.			
11.14.5.2 The use of any other type of herbicide other than that proposed at the tender stage and described in 11.5 shall be subject to the Project Manager's approval.			
11.15 TOLERANCES 11.15.1 The Respondent's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, codes of practice and Local, Regional or Provincial Authorities, including but not restricted to:			
11.15.1.1 The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.			

11.15.1.2 The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) where applicable			
11.15.1.3The Environmental Conservation Act (Act 73 of 1989).			
11.15.1.4 The Occupational Health and Safety Act (Act 85 of 1993 as amended).			
11.15.1.5 The Respondent or his authorised representative shall be a registered Pest Control Operator, specialising in the field of weed control and registered in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended. A registered Pest Control Officer shall be in direct control of the work taking place on site. Proof of certificate of registration is to be submitted with the tender documents.			
<p>11.16 OVERALL CONTROL</p> <p>11.16.1 The overall control shall be deemed satisfactory in accordance with once off treatment. All trees within the prescribed area indicated to be cut, have been felled. All the biomass as a result of cutting of trees is removed from site</p>			
<p>11.17 DAMAGE TO FAUNA AND FLORA</p> <p>11.17.1 The Respondent shall ensure that his employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area where chemicals are being applied. The Respondent shall take the presence of drainage works within the reserve into account and shall ensure that no water-borne movement of herbicides is possible.</p>			
11.17.2 The Respondent shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature that may damage			

crops, vegetation or property or be hazardous to humans or animals. The Respondent shall assume full responsibility for the efficiency and safety of whatever chemicals are used.			
<p>11.17.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of equipment containing harmful chemicals and pollutants.</p> <p>The Respondent shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.</p> <p>Containers and residual material shall not be disposed of on Transnet property or as a part of Transnet refuse.</p>			
11.17.4 The Respondent shall take particular note of environmentally sensitive areas and shall plan and execute his work with the utmost care and responsibility			
<p>11.18 MEASUREMENT AND PAYMENT</p> <p>11.18.1 The Respondent will be paid on successful completion of this project. The felling of any Invader trees or trees smaller than this will not be paid for individually, but must be included in the costs for felling of the larger trees</p>			
11.18.2 The tendered rate for the felling of trees shall allow for all materials required to perform this operation not measured elsewhere, and any incidental costs incurred in the to remove all the felled material and the achievement of acceptable growth.			
11.18.3 No payment will take place without inspection being done in conjunction with the Project Manager and the Respondent. Should			

an area not conform to the required standard as of the document, no payment will take place.			
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Respondent's Signature

Date & Company Stamp

Section 8: SCHEDULE OF PLANT AND EQUIPMENT

Schedule of major plant and equipment to be used in the execution of this agreement in terms of the Agreement Conditions and specifications. The respondent must state which plant is immediately available and which will be ordered for and plant to be acquired for.

(i) Plant immediately available for work tendered for :

(ii) Plant on order and which will be available for work tendered for :

(iii) Plant to be acquired for the work tendered for :

SECTION 9: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the site meeting / RFQ briefing in respect of the proposed Services to be supplied in terms of
this RFQ on _____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____