

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[thereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No. FRAC-FDT-MM45-20482

**FOR THE PROVISION FOR REFILLING OF SAND FOR THE 10E, 11E AND DIESEL
DEPOTS AT ERMELO FOR A PERIOD OF ONE (1) YEAR**

NO SITE BRIEFING WILL BE CONDUCTED IN THIS RFQ DOCUMENT.

**FOR TECHNICAL ENQUIRIES CONTACT CHRISTOPHER MZIMBA ON 083 273 7036
/ 017 801 2198**

FOR COMMERCIAL ENQUIRIES CONTACT MATETE MADISHA ON (011) 878 7070

ISSUE DATE: 22 FEBUARY 2016

CLOSING DATE: 01 MARCH 2016

CLOSING TIME: 10:00

VALIDITY DATE: 01 JUNE 2016

Section 1

NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: Collection and Submission Address of Tender

CLOSING VENUE: Transnet Freight Rail Tender Advice Centre
Nzasm Building,
Tender Advice Centre, Ground Floor
Room G16
Corner of Paul Kruger and Minnaar Street
Pretoria
0001

NB: Tender box are only available from Monday to Friday from 07h00 to 16h00. Tender box is not available 24 hours.

1 Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be above R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

1.1 B-BBEE Improvement Plan

1.2 Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan.

Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of Annexure A appended hereto.

3 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: **Morris Mhlongo**

Email: morris.mhlongo@transnet.net

Telephone: **(012) 315 4122**

Respondents may also, at any time **after the closing date of the RFQ**, communicate with the Buyer of the Transnet Freight Rail on any matter relating to its RFQ response:

Name: **Matete Madisha**

Email: matete.madisha@transnet.net

Telephone: **(011) 878 7070**

4 NO SITE BRIEFING WILL BE CONDUCTED IN THIS RFQ DOCUMENT.

5 Legal Compliance

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

6 Changes to Quotations

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

7 Pricing

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

8 Prices Subject to Confirmation

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

9 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.

10 Disclaimers

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

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

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

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

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

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

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 FOR REFILLING OF SAND FOR THE 10E, 11E AND DIESEL DEPOTS
AT ERMELO FOR A PERIOD OF ONE (1) YEAR**

CLOSING DATE & TIME: 01 MARCH 2016 AT 10:00

**CLOSING VENUE: TRANSNET FREIGHT RAIL TENDER ADVICE CENTRE,
ROOM G16, CORNER OF PAUL KRUGER AND MINNAAR STREET
PRETORIA
0001**

VALIDITY PERIOD: 90 DAYS

**SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

2 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	<ul style="list-style-type: none"> • Completeness of response and returnable documents • Verify the validity of returnable documents
Functionality Threshold	<ul style="list-style-type: none"> • Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. • Health/Safety plan and Environmental Plan (50%) (Bidders must submit the minimum contents of SHE Plan as per Annexure C • Plant and Equipments relevant to project - (50%) (Bidders to complete Annexure B for the equipments to be used for the project) <p>Respondents are to note that functionality is included as a technical threshold with a prescribed minimum percentage of 70% must be obtained in order to advance to next stage.</p>
Final weighted evaluation based on 90/10 preference point	<ul style="list-style-type: none"> • Pricing – 90 points • B-BBEE status of company – 10 points 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.

Respondent's Signature

Date & Company Stamp

11 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.

This RFQ is valid until **01 June 2016**.

12 Disclosure of Prices Quoted

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

YES ☐ NO ☐

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 Evaluation criteria and list of returnable documents	
- SECTION 5 RFQ Declaration and Breach of Law Form	
- Valid and original, or a Certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Valid and Original or Confirmation Letter of Good Standing from Department of Labour	

Respondent's Signature

Date & Company Stamp

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]~~ **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.

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

SECTION 3
QUOTATION FORM

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

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

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

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

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

Respondent's Signature

Date & Company Stamp

SCOPE OF WORK**1. SPECIFICATION FOR LOADING & OFFLOADING OF BLAST RITE SAND FOR THE LOCOMOTIVE.**

- (a) The refilling of Blast rite sand to the locomotives is TFR's responsibility.
- (b) TFR has on contract basis hired a supplier to do the refilling of Blast rite sand to the locomotives in accordance to the set targets of TFR.
- (c) The refilling of Blast rite sand is done at the Diesel locomotive staging siding 10E depot and 11E locomotive staging siding where there are sand drying facilities.
- (d) The filling of Blast rite sand in the locomotives is done in all the 3 locomotive staging sidings.

2. SAFETY INSTRUCTIONS:

- (a) Safety induction to the supplier's employees will be conducted before commencing with the rendering of service.
- (b) Safety induction will be conducted by TFR employee for one day to the supplier's employees. NB:(OHT)
- (c) A copy of the working procedure for the different locomotive staging sidings will be given and explained to the supplier's employees during induction.
- (d) All the detailed activities performed and explained during the induction must be signed for by the suppliers employees and the copies must be kept for record purposes by TFR and the supplier.
- (e) Before the supplier can be allowed to work in TFR premises, the required PPE must be worn.
- (f) It is the supplier's responsibility to supply his / her employees with PPE as required by TFR.
- (g) The required PPE from the suppliers employees on TFR premises is as follows:
 - (i) Reflective vest
 - (ii) Safety boots / shoes
 - (iii) Safety gloves
 - (iv) Respirator dust mask
 - (v) Goggles / glasses to protect the eyes

NB: should the above mentioned PPE not be worn, that particular employee will not be allowed to work. This will be regarded as a breach of contract by the supplier and may result in the termination of contract as TFR does not compromise on SAFETY.

- (h) The supplier should ensure that its employees work safely as required by TFR.
- (i) Failing to comply with safe working, the supplier will carry the cost that resulted from unsafe working of his / her employees.
- (j) All incidents that involve the supplier will be investigated by TFR and the supplier will be advised of the findings and recommendations.
- (k) The supplier will be expected to implement the recommended actions within the time frame given by TFR.
- (l) TFR may require the supplier's employees to be witnesses during incidents investigation.

- (m) The supplier may be requested to form part of the investigation committee to investigate incidents that involves his / her employees and this request may not be unreasonably withheld.

3. REQUIRED SERVICE FOR THE 3 LOCOMOTIVE DEPOTS IN ERMELO

- (a) Throughout the year a 24 / 7 service is required by TFR in filling locomotives with silica sand within the 3 locomotive staging sidings i.e.
- (i) 10E locomotive staging siding
 - (ii) 11E locomotive staging siding
 - (iii) Diesel locomotive staging siding
- (b) Silica sand will be provided by TFR.
- (c) The tools of trade, i.e. shovels, respirators, etc. will be provided by the supplier to his employees.
- (d) Four employees from the supplier per shift are required per locomotive staging siding to fill locomotives with sand, and a three shift working procedure is required to manage fatigue.
- (e) One Supervisor from the supplier per shift per locomotive.
- (f) A hot-seat change over must be made when changing shifts to avoid train delays.
- (g) The supplier must provide transport for his / her own employees.
- (h) The supplier must ensure that his / her employees do not delay trains by not timeously filling sand on the locomotives and cleaning locomotives cab.
- (i) Any non conformance to the requirements and target of filling silica sand to the locomotives as set by TFR will not be tolerated. The supplier will therefore be notified immediately.
- (j) TFR management will closely monitor the filling of sand and cleaning locomotives cab.

4. SPECIFICATION ON SIGNING ON PROCEDURE FOR SUPPLIER 'S EMPLOYEES:

- (a) The supplier must ensure that his / her employees adhere to the signing on procedure in accordance to TFR requirements i.e.
- (i) Report to section manager
 - (ii) Sign on at the correct time according to the rooster / shift
 - (iii) Good physical appearance (Sober with sufficient rest)
 - (iv) Test for substance abuse, i.e. Alco blower
 - (v) Adhere to instructions from section manager
 - (vi) No employee (TFR, TRE & Supplier) will be allowed to start working without adhering to the above signing on procedure.
 - (vii) Employees found to be under the influence of substance abuse will be removed from TFR premises.
- (b) The supplier will be notified about such incidents, when his / her employees are involved.
- (c) the supplier will be responsible for dealing with his / her employees in accordance to the supplier 's own disciplinary procedure.
- (d) Check hand over from previous shift regarding the job.

- (e) Before starting on a shift, the supplier's employees must first check weather there is enough silica sand for the shift.
- (f) Any shortage of silica sand must immediately be reported to TFR employee (shedman / 10E loco inside duties section manager)

5. SUPPLIERS SPECIFICATION ON THE FILLING OF BLAST RITE SAND:

- (a) Only Blast rite sand must be filled on the locomotives sand boxes.
- (b) There must be no foreign object, i.e. stones, plastics, papers, etc on the dry blast rite sand.
- (c) Wet blast rite sand is not allowed / must not be filled on the locomotive sand boxes.
- (d) When wet sand is noticed on the sand boxes, the supplier's employee must notify TFR and receive guidance on what must be done.
- (e) The platforms must always be kept clean, i.e. no wheelbarrows, shovels must be left on it.
- (f) The spillage of blast rite sand on the platforms must always be cleaned, the supplier's supervisor must ensure that this is done.
- (g) The supplier's employees may be required to assist in any of the 5 Ermelo locomotive departments, and this will be done after consultation with the supplier's supervisor.
- (h) The sanding of locomotives is normally done in the following lines:
 - (i) 10E loco = Line number one, line number two and line number three.
 - (ii) 11E loco = Line one to four
 - (iii) Diesel loco = Line one to seven

6. FILLING OF BLASRITE SAND ON THE LOCOMOTIVES

- (a) When a set arrives at the locomotive staging siding (Loco), TRE employees will put in a board on the leading locomotive as seen when approaching the loco from the main line.
- (b) The purpose of the board is for safeguarding the employees who must work on that set (locomotives) and it will be placed as follows:-
 - (i) red board during the day
 - (ii) and a red light at night
- (c) When this board is placed on that set, it will be an indication that the supplier's employees must start filling the silica sand on that set / locomotives.
- (d) TRE employees will simultaneously do the trip inspection whilst the supplier's employees are busy filling the locomotives with silica sand.
- (e) The person who finishes last who on the locomotives set must remove the board and hand it over to TRE employees.

7. PERSONNEL/RESOURCE REQUIREMENTS

- (a) Supplier shall provide 4 (four) employees per depot e.i 12 employees per shift and ensure that there are no train delays caused by under supply of staff.
- (b) It is the duty of the supplier to report any deviation on staff complement.
- (c) The following resources should be provided by the supplier
 - a. Wheel borrows
 - b. Shovels
 - c. Brooms
 - d. Transport for the staff

8. ABLUTION FACILITIES:

- (a) Rest rooms will be provided by TFR only to be used during eating periods by the supplier's employees.
- (b) Supplier will provide his employees with hot plate, kettle, heater etc if deemed necessary.

9. DISPOSAL OF DIRTY BLASRITE SAND.

- (a) Dirty Blast rite sand that is collected from the cleaning of platforms / spillages from the wheelbarrows will be disposed by TFR following the disposal policy.
- (b) The supplier's employees may be used during the disposal of BLASRITE sand.

SECTION 4**PRICE SCHEDULE**

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

Item 1	DESCRIPTION	QTY	Unit of Measure	UNIT PRICE	TOTAL PRICE
1	Refilling of Loco 10E	12	Per month		
2	Refilling of Loco 11E	12	Per month		
3	Refilling of Loco Diesel Depot	12	Per month		
	Total Price (Excluding. Vat)				

Notes to Pricing:

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

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

Respondent's Signature

Date & Company Stamp

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

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

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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: SUPPLIER DECLARATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. **A valid and original** B-BBEE Verification Certificate **sworn affidavit or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice; **Certified copy** of valid Company Registration Certificate [*if applicable*]

Note: No agreement shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	<input type="checkbox"/> Co	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	
How many years has your company been in business							
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Branch & Branch code			
Account Holder				Bank account number			
Postal Address						Code	
Physical Address							

Respondent's Signature

Date & Company Stamp

		Code	
Contact Person			
Designation			
Telephone			
Email			
Annual Turnover Range (Last Financial Year)	< R5 Million	R5-35 million	> R35 million
Does Your Company Provide	Products	Services	Both
Area Of Delivery	National	Provincial	Local
Is Your Company A Public Or Private Entity	Public		Private
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes		No
Main Product Or Service Supplied (E.G.: Stationery/Consulting)			

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone	

Respondent's Signature

Date & Company Stamp

ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual

increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

3. **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in
- ADJUDICATION USING A POINT SYSTEM**

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]	Number of Points [Maximum 10]
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates

in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 006 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
- ☐ Partnership/Joint Venture/Consortium
- ☐ One person business/sole propriety

☐ Close Corporations

☐ Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

(vi) Company Classification [TICK APPLICABLE BOX]

☐ Manufacturer

☐ Supplier

☐ Professional Service Provider

☐ Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

COMPANY NAME:

ADDRESS:.....

ANNEXURE B : SCHEDULE OF PLANT, EQUIPMENT AND TEAMS

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. A complete list of herbicides and the method of control to be used must also be specified.

(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 :

ANNEXURE C - RISK AND SAFETY PLAN

The supplier to provide risk and safety plan in the tender document.

INDEX**1. Contractor SHEQ Policy Statement****2. List of Contractor Employees****3. Project Management**

- 3.1. Notification of Construction Work (Construction Regulation 3, Annexure A)
- 3.2 Registration with WCC
- 3.4. SHEQ Plan Review
- 3.5. Agreement with Mandataries (Section 37(2) of OHS Act)
- 3.6. Appointments of Contractor
- 3.7. Site Organisation
 - 3.7.1. Assignment of Duties
 - 3.7.2. Construction Work Supervisor (Construction Regulation 6)
 - 3.7.3. Subordinate Construction Work Supervisor (Construction Regulation 6)
 - 3.7.4. Construction Safety Officer (Construction Regulation 6(7))
 - 3.7.5. List of subcontractors already appointed - List to be revised at least monthly
 - 3.7.6. Health and Safety Representative (Section 17 of OHS Act)
 - 3.7.7. Portable Fire Equipment Inspector

4. Incident Management

- 4.1. Health, Safety and Environmental Performance Statistics
- 4.2. Incidents and or injuries
 - 4.2.1. Reporting
 - 4.2.2. Recording
 - 4.2.3. Investigation
 - 4.2.4. Medical Surveillance and certificate of fitness
 - 4.2.5. Occupational Diseases

5. Audits

- 5.1. Legal Compliance Audits
 - 5.1.1. Audit Report
 - 5.1.2. Frequency of Audits

Respondent's Signature

Date & Company Stamp

5.1.3. Findings and Analysis

5.1.4 Corrective Action

6. Substance Abuse Testing

6.1 Proof of testing

6.2 Substance abuse is compulsory before any work commence.

7. Logbooks and Registers

7.1. Electric Equipment / Tools Register - Portable

7.2. Fall Protection Plan Checklist

7.3. Fire fighting appliance Register - Portable

7.4. Personal Protective Equipment and Clothing

7.5. Scaffold Register

8. Risk Management

8.1. Task descriptions

8.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan

8.3. Risk Assessment (Construction Regulation 7)

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

9. Education and Training

9.1. Induction training (Construction Regulation 7(9))

9.2. Site Specific Training

9.3 First Aid training and Equipment

10. Emergency Planning – Evacuation plan

10.1. Client procedure

10.2. Site Procedure

10.3 Emergency response numbers

11. SHE Communications

11.1 Safety/Toolbox talks

11.2 Incident Recall

12. Safe Working Procedures

Respondent's Signature

Date & Company Stamp

- 12.1 Method Statements
- 12.2 Safe Operating Procedures
- 12.3 Task/Job observations

13. Fall Protection Plan

- 13.1 Documented fall protection plan
- 13.2 Rescue Plan
- 13.3 Training/Certification
- 13.4 Fall arrest and protection equipment

14. Personal Protective Equipment and Clothing

- 14.1 PPE required
- 14.2 PPE proof of issue

15. Project security

- 15.1 Security risks identified
- 15.2 Access control

16. Environmental Management Plan

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

Provide procedure of the following:

1. Control for Dust
2. Noise Pollution Control
3. Waste management
4. Environmental Incident Management (Sect 30 NEMA)
5. Contamination of surface and underground water
6. Soil Contamination
7. Storm Water Drainage
8. Environmental Cleanup and Rehabilitation
9. Environment monitoring
10. Environmental training and awareness
11. Provision for Environmental Clean-up and Rehabilitation Cost (Budget)