

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[thereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No.ERAC-FDT-11161-21958

**FOR BURNING OF FIRE BREAKS ON TRANSNET PROPERTY CONTROLLED BY THE
DEPOT ENGINEER ERMELO**

BRIEFING SESSION DATE: 04 AUGUST 2016

**VENUE: TRANSNET – INFRA BOARDROOM
22 INDUSTRIA STREET
ERMELO**

TIME: 10:00

FOR DIRECTIONS CONTACT NOMAKHAZI MATSHAYA ON 083 980 0478

ISSUE DATE: 01 AUGUST 2016

CLOSING DATE: 08 AUGUST 2016

CLOSING TIME: 10:00

VALIDITY DATE: 30 OCTOBER 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 job 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 **A compulsory** clarification meeting with representatives of the Employer will take place on 04 July 2016, Transnet Amersfoort Road at Ermelo.

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 BURNING OF FIRE BREAKS ON TRANSNET PROPERTY CONTROLLED BY THE
DEPOT ENGINEER ERMELO**

CLOSING DATE & TIME: 08 AUGUST 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

11. 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	<ul style="list-style-type: none"> • Completeness of response and returnable documents • Verify the validity of returnable documents • Whether the bid has been lodged on time • Whether the bid contains a priced offer with a completed schedule of prices
Substantive responsiveness	<ul style="list-style-type: none"> • Completed Clause by clause compliance to specification – Annexure C • Fire Fighting Certificate <p>NB: (Failure to complete/submit the above mentioned , tender will not be evaluated to the next stage)</p>
Functionality Threshold	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> • Health/Safety/Risk/Environmental Plan - 20% • Technical capacity/ Plant and Equipment/ resources – 30% • Experience on fire breaks - 50% <p>Respondents are to note that functionality is included as a technical threshold with a prescribed minimum percentage of 80% must be obtained in order to advance to next stage 3.</p>

Respondent's Signature

Date & Company Stamp

Final weighted evaluation based on 90/10 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.
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12. Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until **30 October 2016**.

13 Disclosure of Prices Quoted

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

YES NO

14. 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 (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 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	
- Proof of supplier number for Central Supplier Database (CSD) from National Treasury	

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**] 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.

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2017/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Supplier Number	Unique Registration Reference	Yes/No

If Yes column above, please confirm registration by providing National Treasury Unique Vendor Number

If No column above, please register your company on the National Treasury Central Supplier Database and confirm registration by submitting National Treasury with "MAAA" Supplier Reference number.

Respondent's Signature

Date & Company Stamp

15. SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS FOR THE MAKING OF FIRE BREAKS ON
TRANSNET PROPERTY CONTROLLED BY THE DEPOT ENGINEER ERMELO

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PART A: GENERAL

PART B: PROVISION OF FIRE BREAKS

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PREVIEW COPY

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATION

PART A: GENERAL

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- A3. DURATION OF CONTRACT
- A4. COMPLIANCE WITH STATUTES
- A5. GENERAL
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- A7. TO BE PROVIDED BY TRANSNET FREIGHT RAIL
- A8. CARE TO EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL
- A9. TO BE PROVIDED BY CONTRACTOR
- A10. SCHEDULE OF QUANTITIES AND PRICES
- A11. CONTRACT PRICE ADJUSTMENT FORMULA
- A12. EVALUATION OF TENDER
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- A15. INFORMATION TO BE PROVIDED WITH TENDER
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PREVIEW COPY

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

A1. SCOPE OF WORK

This contract covers the burning of firebreaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, **ERMELO**, to the extent that area(s) treated in terms of this contract are rendered, free of vegetation capable of spreading fire from Transnet Freight Rail property as defined, for the periods specified herein.

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

The Contractor shall obtain his/her own information regarding species, occurrence and extent of vegetation in the area and topography where fire breaks are to be provided in order to comply with the required standard.

A2. SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tender who has experience in the field of provision of firebreaks in accordance to National RSA legislation (amongst others the National Veld and Forest Fire Act, Act no 101 of 1998) and rules of the applicable Fire Protection Associations (FPA's)

A2.2 A site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender and submission thereof will be deemed to indicate the contractor's acquaintance with the occurrence and extent of species of vegetation and topography of the area/ areas where firebreaks are to be provided and all aspects that will and/or may affect such provision and costs thereof.

A3. DURATION OF CONTRACT

The work provides for the preparation and burning of firebreaks over a 2 year period every autumn commencing on the date of notification of acceptance of tender with Transnet Freight Rail and Completed before 31 July of the specific year.

A4. COMPLIANCE WITH STATUTES

A4.1 The contractor's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, codes of practice and local Regional or Provincial Authorities, including but not restricted to:

- a) The fertilizers, Farm Feeds, Agriculture Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as Amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable)
- d) The Environmental Conservation Act (Act 73 of 1989)
- e) SABS Code of practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural Recourses Act (Act 43 of 1983) as amended
- g) Common law of nuisance
- h) Mountain Catchment Area Act (Act 63 of 1970)

i) The National Veld and Forest Fire Act (Act 101 of 1998)

A4.2 The Contractor's Authorized Representative on site shall be a **Registered Pest Control Operator**, specializing in the field of **weed control** and registered in terms of the Farm Feeds Agricultural and stock Remedies Act, Act 36 of 1947 as amended. A Registered Pest Control Operator shall be in direct control of the work taking place on site.

A5. **GENERAL**

Notwithstanding what is stated in clause 8 of the Transnet General Tender Conditions- Service Form CSS5 (Revised August 2008), Tenders are required to tender for all the areas quoted in the schedule of Quantities and Prices, if possible. Transnet Freight Rail may conclude one or more contracts as a result of this Tender.

A6 **GUARANTEES**

A6.1 The security Referred to in clause 14 of the Transnet General Tender Conditions-Service Form CSS5 (Revised August 2008) shall be equal to five/ ten percent (5 % 10%) of the total contract value and shall be provided before any work is carried out.

A6.2 Retention money will not be deducted from Payments

A7 **TO BE PROVIDED BY TRANSNET FREIGHT RAIL**

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

A7.1 Water required by Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be Responsible for all work and equipment needed to fill the water trucks from the water points provided and to ensure that the water is suitable for its intended use.

A7.2 Inspections of the areas of work by Motor Trolley may be arranged with the technical officer, but will have to coincide with normal track inspections carried out by the inspection/technical staff of the Depot. The Technical officer shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

A8 **CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL**

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

A9 **TO BE PROVIDED BY THE CONTRACTOR**

A9.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the contractor shall provide all accommodation and toilet facilities for his/her employees.

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

A9.3 The contractor shall appoint at each work site a person whose sole task shall be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. The personnel of the contractor shall at all time, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue or preferably bear the name of the

contractors company. Should the contractor wish to use another colour this must first be cleared with the Technical Officer or his/her deputy.

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

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

A10. SCHEDULE OF QUANTITIES AND PRICES

A10.1. The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The contractor shall submit with his/her tender a complete and detailed price schedule (prepared in black ink pen) for the works.

A10.2 Each item shall be priced by the Tenderer. If the contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

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

A10.3 The short descriptions of the items in the schedule are for identification purposes only. The Transnet General Tender Conditions- Service Form GS5 (Revised August 2008) together with the special conditions and contract specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.

A11. CONTRACT PRICE ADJUSTMENT FORMULA

A11.1 This contract will not be subjected to Price Adjustment and/ or Escalation

A12. EVALUATION OF TENDERS

A12.1 "Time value of money" methodology and principles will be used in evaluation of tenders.

A12.2 Tenders may submit alternatives to the methods of firebreaks provision described herein. Such alternatives as well as the materials, methods which the contractor propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of tenders.

A12.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/ her production rate, water usage and any other information needed to enable the tender to be evaluated as described above.

A13 SITE MEETINGS

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

A14 SITE BOOKS

A14.1 A site instruction book shall be provided by the contractor, such a book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "**Site Instruction Book**".

A14.2 The site diary shall be marked "**Day Book**". At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and Technical Officer of his/her deputy shall sign across the

line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary will not be considered.

A14.3 The site diary shall serve as a daily record of all relevant information concerning herbicide application as required in terms of section 16 of Act 36 of 1947, and as a daily record of prevailing weather conditions on site i.e. wind speed and humidity, Fire Danger Index as obtained from the FPA (10h00 and 14h00 reading) daily burning permit number and any other information pertinent to the making of fire breaks. Copies of daily burning permit shall be pasted into the site book.

A14.4 Only persons authorized in writing by the Technical Officer or Contractor may make entries in the site books

A14.5 Receipt of Materials supplied by Transnet Freight Rail shall be recorded in the "Site Book".

A14.6 On completion of the contract the Site Book/ Site Books shall be returned to the Technical Officer managing the contract on behalf of Transnet Freight Rail

A15. INFORMATION TO BE PROVIDED WITH TENDER

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

A15.1 Full description

- Of the plant and methods of work to be used
- Detailed daily work rates of the team/ teams and equipment to be used to execute the work
- Precautions to be implemented to prevent fire spreading to adjoining property
- Fire fighters that will be on site at any given time
- Fire fighting equipment available to him/her for all aspects to the work required to ensure performance as specified.

A15.2. Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days as required to do so by Transnet Freight Rail.

A15.3. Proof of inspections of all sites on the enclosed Site Inspection Certificate.

A15.4. The schedule of quantities and Prices must be completed in full.

A15.5 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the Contract

A15.6 **Copies of the certificates issued by the Department of Agriculture to certify that the tenderer or his/her representatives are pest control operators in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted if the contractor intends applying herbicides.**

A15.7 The contractor shall not depart from the minimum procedures or material usage tendered, without approval from the Technical Officer.

A16. PENALTIES FOR LATE COMPLETION

Penalties should be that : Any section or part thereof not completed by the supplier by the required date will not be paid for.

PROJECT SPECIFICATION FOR FIRE BREAKS

PART B

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- B1. SCOPE
- B2. DEFINITIONS
- B3. METHOD OF PROVIDING FIRE BREAKS
- B4. STANDARDS OF WORKMANSHIP
- B5. PROGRAMME OF WORK
- B6. PERFORMANCE MONITORING AND EVALUATION
- B7. REMEDIAL OF WORK
- B8. DAMAGE TO FAUNA AND FLORA
- B9. MEASUREMENT AND PAYMENT

PREVIEW COPY

B1. SCOPE

B1.1 The scope of the work consists of the provision of firebreaks on the Transnet Freight Rail property along the rail right of way between the boundary fences in the following sections, according to the schedule of quantities:

1. Ermelo- Geluksplaas
2. Geluksplaas- Wonderfontein
3. Geluksplaas- Ogies- Blackhill
4. Ermelo – Maviristad
5. Trichardt - Bethal
6. Machadodorp- Frans du Toit

B1.2 This part covers the techniques, requirement standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the provision of firebreaks required in terms of the contract.

B1.3 The essence of the contract is that Transnet Freight Rail requires the Provision of firebreaks on Transnet Freight Rail Property

The ways and means by which the above-mentioned results are obtained are the responsibility of the contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of functional firebreaks. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory performance.

Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done

B1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species fire breaks

B2 DEFINITIONS

B2.1 FIRE BREAKS

Fire Breaks are defined as a strip (natural or manmade) of property within Transnet Freight Rail boundary along both fences where the fuel characteristics of the vegetation have been managed so that the potential of fires spreading to adjoining property from Transnet property or visa versa is reduced. Fire Breaks may not cause soil erosion; and it is reasonably free of combustible material capable of carrying a veld fire across it.

TRACER LINES

Tracer lines are narrow strips of vegetation at least 1 meter in width and not more than 1,5 meters in width that are chemically treated or cut using slasher or brushcutter and then burnt to indicate the

outer boundaries of the firebreaks. Tracer lines are prepared when the adjoining vegetation is still actively growing.

- B2.2 Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbour emplacement. Yards and loops start at the clearance mark of the facing points.
- B2.3 Depots/areas are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, building, access roads, railway tracks and dumping areas within the railway reserve.

This may also include radio masts, signal equipment, relay station and electrical sub stations and other specified areas outside the railway reserve

B2.4 WORKLOTS

A worklot is a sub division of any area on which the contractors shall provide fire breaks.

- In all cases the size of a worklot will be 10 000 m²
- Worklots are not demarcated individually. The number of worklots within any area to be treated is calculated by a kilometre distance measured 10 meters wide as a minimum i.e. 10 000 square meters. Each kilometre will comprise of two worklots, i.e. one on the left hand side of the track and one on the right hand side of the track.
- In yards, depots/areas worklots may be irregular in shape. For inspection and payment purposes, worklots shall be physically measured where necessary. In such instances the Technical supervisor or his/her Deputy shall decide in advance and advise the Contractor accordingly of the method of measurement to be adopted in any particular area.
- Worklots will normally be measured parallel to the main direction of the fence or track work present, or parallel to the main axes of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.

B.3 METHOD OF PROVIDING FIRE BREAKS

- B3.1 The contractor's method or program shall provide rapid and effective provision of fire breaks in all areas, but particularly building surrounds, stacked cable routes, level crossings, shunting yards and approaching to the stations. Techniques, programming and methods employed shall therefore be directed at this aim. The contractor shall carry out immediate treatment of growth in all instances where rapid and effective firebreak provision is not achieved during any period of the contract.
- B3.2 Slashing of burnt material to below the height specified in B4.1 will be permitted
- B3.3 Firebreak provision in terms of the contract will normally be required in respect of yards, depot, Transnet Freight Rail right of way and ancillary areas, where applicable. The methods employed are as specified by the contractor per part A15.1 and are subject to the approval of, and monitoring by the Technical Officer
- Fire break provision methods shall, however, be entirely in accordance with the local fire Protection Association rules/ local Authority by laws and or National Legislation specifications and recommendation for safe and effective fire breaks.

B3.4 Prior to making fire breaks electrical/signal installations must be protected by making minor firebreaks around such installations and or equipment. The technical officer will point out such installations and or equipment.

B3.5 The making of fire breaks will not take place:

- If the wind speed exceeds 30km/hour
- And if the daily fire danger index (FDI) 10h00 reads and 14h00 reading exceeds the acceptable norm as proposed by the local fire Protection Officer of the FPA where firebreaks are being Provided
- Or if a prohibition notices has been issued by the Government Department acting as custodian of the National Veld and Fire Forest Fire Act, The Mpumalanga Provincial Fire Protection Association, Mpumalanga Provincial Disaster Management, District municipality, Local Municipality or any other competent authority
- On both side of the track at the same time.

B3.6 No firebreaks may be made if the contractor is not in position of a written daily burning permit received from the local Fire Protection Officer of the Relevant Fire Protection Association. The contractor will be responsible to obtain the daily burning permit

B3.7 The contractor will be permitted to work outside normal working hours provided the Technical Officer has been notified at least three working days prior to start working. No fire breaks will be made after 12h00 on a Friday until 5h00 the following Monday or after 12h00 on a weekday preceding a Public Holiday until 5H00 on a workday following such a Public Holiday.

B3.8 No fire breaks may be made if adjoining property owners have not been informed of the intention to provide fire breaks along a mutual fence. The Technical officer will negotiate with adjoining property owners. If agreement cannot be reached regarding appropriate dates with the adjoining property owner or owners provisions as per Act 101 of 1998 National Veld and Forest Fire Act will prevail.

B4 STANDARD OF WORKMANSHIP

B4.1 Standard of fire break shall be such that:

- It is wide enough but not less than 10 meters, property dimensions permitting, measured inward from both boundary fences and long enough to have a reasonable chance of preventing a veld fire from spreading to or from adjoining property, and
- In station areas the width will not be less than 10 meter, property dimensions permitting, measured inward from both boundary fences
- It does not cause soil erosion;
- It is reasonably free of combustible material dry material taller than 150mm present
- No flare up of flames may take place. The contractor shall indicate in his/her tender document steps to be implemented by him/her to prevent flare ups and the modus operand that will be followed to deal with any flare up that do occur.

B5 PROGRAMME OF WORK

B5.1 The contractor shall undertake the planning and programming of the firebreaks provision operation and shall submit to the technical Officer for approval full particulars therefore within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual burning season as the case may be.

- B5.2 The Particulars to be provided in respect of the contractor's tracer lines, minor fire breaks around electrical and or signal installations and firebreaks provision operation shall include but not be limited to the following:
- B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be were fire breaks are to be provided in the contract area,
- B2.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards required in terms of the contract
- B5.3 In addition to the initial program provided for in terms of B5.1. The contractor shall submit daily working programmes to the Technical Officer, 7 days in advance of the next working week, indicating the specific area where the contractor will be working each day of the week. Failure by the contractor to submit a daily programme and /or deviating from it without notifying the Technical Officer preventing him/her from monitoring the contractor's performance, may result in payment for such work being withheld

B6. PERFORMANCE MONITORING AND EVALUATION

- B6.1 The contractor shall at all times be responsible for supervision of the work and for follow up inspections to monitor the successful results achieved over areas of completed. He/she shall immediately take appropriate remedial action in areas where the specific standards are not achieved.
- B6.2 The technical officer shall at any time during the program m periods carry out inspections of the contractor's performance methods and procedures.
- B6.3 The Technical Officer will during fire break programme carry out two official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the contractor shall be resent or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.
- B6.3.1 The first inspection shall be done after the tracer lines and minor fire breaks around equipment and installations and after he has notified the Technical Officer that he/she has inspected the work and that the work has been completed.
- B6.3.2 The second and final inspection of the season will be carried out after completion of the contractor's firebreaks programme and after he/she has notified the Technical Officer that he/she has inspected the work and that all firebreaks are in place. The inspection may be brought forward.
- B6.3.3 During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a 'rejected worklot'.
- B6.4 The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection in that particular year.
The rejection by the Technical Officer of work performance may be contested by the contractor only at the time and place of rejection.
The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes notwithstanding the fact that the contractor may execute further remedial work in order to achieve control at further and final inspections.
- B6.5 In the case where the Technical Officer and the Contractor fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklots in order that such disputes may be

resolved by way of the disputes resolution procedures stipulated in the standard Terms and conditions of contract form US 7-Services

B7 REMEDIAL WORK

- B7.1 The contractor shall carry out remedial work to all worklots where the standard of workmanships has not been achieved prior to the official inspections in terms of clause B6 TAKING PLACE. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a fire hazard to Transnet Freight Rail Operations or adjoining Property.
- B7.2 Slashing of burnt vegetation will be allowed on its own as a remedial action.
- B7.3 The contractor shall carry out repair to any fence damaged by him/her during the making of fire breaks.
- B7.4 Fire may be used as a method to provide fire breaks or as a method of remedial action.

B8 DAMAGE TO FAUNA AND FLORE AND TRANSNET ASSETS

- B8.1 The contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the work area.
- B8.2 The contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or hazardous to humans or animals. The contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.
- B8.3 Dumping or polluting of any kind will not be permitted. The stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.
The contractor 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 Freight Rail property or as part of Transnet Freight Rail refuse.
- B8.4 The contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with utmost care and responsibility.
- B8.5 Damage to Transnet assets by the contractor, such as to boundary fences, shall be repaired by the contractor on a daily basis and when damage took place.

B9 MEASUREMENT AND PAYMENT

- B9.1 Payment will be based on the numbers of worklots where fire breaks was provided as instructed by the Technical Office and to which the contractor has achieved the standard as defined in clause B4.1
- B9.2 No payment will be made for rejected worklots where the standards achieved does not meet the standard specified.
- B9.3 Measurement and payment for the work completed will be made in 2 stages as follows:
- B9.3.1 After completion of the tracer lines and minor firebreaks of the entire contract area the Technical Officer or his deputy and the contractor will measure the work performed. The contractor will thereafter receive payment at 20% of the rates tendered for all of the completed work.
- B9.3.2 A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with clause B6.3.1. The contractor will thereafter receive payment at 80% of the rates tendered for all work where the standards as specified have been achieved.
- B9.3.4 The rates and prices tendered in the schedule of quantities and prices are composite and shall be fully inclusive of all the contractor costs in respect of establishment on site, labor, materials consumables, Head office overhead costs, the contractors profit for all delay and completion of the work included in the contract.

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.

PREVIEW COPY

Respondent's Signature

Date & Company Stamp

PRICE SCHEDULE

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

ITEM NU	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	RATE PER WORKLOT	TOTAL PRICE
1	B1.1 (a)	Ermelo-Geluksplaas	166x 10m wide	Km		
2	B1.1 (b)	Geluksplaas- Wonderfontein	118x 10m wide	km		
3	B1.1 (c)	Geluksplaas-Ogies-Blackhill	158x 10m wide	m		
4	B1.1 (d)	Ermelo- Maviristad	46x 10m wide	m		
5	B1.1 (e)	Trichardt- Bethal	68x10m wide	m		
6	B1.1 (f)	Machadodorp- Frans du Toit	236 km x 10 m wide			
GRAND TOTAL (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 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing the 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 5: 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	CC	Trust	Pty Ltd	Limited	Partnership	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						

Respondent's Signature

Date & Company Stamp

		Code	
Physical Address			
			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 3 / 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 be 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 000 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 10 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 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 :**

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ANNEXURE C - 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:

Company Name	Nature of work	Value of work	Contact person	Contact details e.g. telephone numbers	Year completed

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Respondent's Signature

Date & Company Stamp

ANNEXURE D – SAFETY POINTS

- 1 The contractor's method or program shall provide rapid and effective provision of fire breaks in all areas, but particularly building surrounds, stacked cable routes, level crossings, shunting yards and approaching to the stations. Techniques, programming and methods employed shall therefore be directed at this aim. The contractor shall carry out immediate treatment of growth in all instances where rapid and effective firebreak provision is not achieved during any period of the contract.
- 2 Slashing of burnt material to below the height specified in B4.1 will be permitted
- 3 Firebreak provision in terms of the contract will normally be required in respect of yards, depot, Transnet Freight Rail right of way and ancillary areas, where applicable. The methods employed are as specified by the contractor per part A15.1 and are subject to the approval of, and monitoring by the Technical Officer

Fire break provision methods shall, however, be entirely in accordance with the local fire Protection Association rules/ local Authority by laws and or National Legislation specifications and recommendation for safe and effective fire breaks.
- 4 Prior making fire breaks, electrical/signal installations, Level Crossing signs and optic fibre cable must be protected by making minor firebreaks around such installations and or equipment or reduce combustible material to prevent flare up flames as per Clause: B 4.1.Bullet no.4. The technical officer will point out such installations and or equipment during site briefing
- 5 **The making of fire breaks will not take place:**
 - If the wind speed exceeds 30km/hour
 - And if the daily fire danger index (FDI) 10h00 reads and 14h00 reading exceeds the acceptable norm as proposed by the local fire Protection Officer of the FPA where firebreaks are being Provided
 - Or if a prohibition notices has been issued by the Government Department acting as custodian of the National Veld and Fire Forest Fire Act, The Mpumalanga Provincial Fire Protection Association, Mpumalanga Provincial Disaster Management, District municipality, Local Municipality or any other competent authority
 - On both side of the track at the same time.

- 6 No firebreaks may be made if the contractor is not in position of a written daily burning permit received from the local Fire Protection Officer of the Relevant Fire Protection Association. The contractor will be responsible to obtain the daily burning permit
- 7 The contractor will be permitted to work outside normal working hours provided the Technical Officer has been notified at least three working days prior to start working. No fire breaks will be made after 12h00 on a Friday until 5h00 the following Monday or after 12h00 on a weekday preceding a Public Holiday until 5H00 on a workday following such a public Holiday.
- 8 No fire breaks may be made if adjoining property owners have not been informed of the intention to provide fire breaks along a mutual fence. The Technical officer will negotiate with adjoining property owners. If agreement cannot be reached regarding appropriate dates with the adjoining property owner or owners provisions as per Act 101 of 1998 National Veld and Forest Fire Act will prevail.

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ANNEXURE E - HEALTH/RISK & ENVIRONMENTAL PLAN**(a) PROTECTIVE CLOTHING:****Table 3: MINIMUM REQUIREMENTS FOR PROTECTIVE CLOTHING**

	Leather Boots (no steel tips)	Leather gloves	Balaclavas	Fire fighter helmet	T-shirts	cotton overall
Fire contractors	yes	Yes	yes	yes	yes	yes

**** Recommended

(i) PERSONAL PROTECTIVE CLOTHING

- (ii) Each and every Fire Fighter must adhere to the above PPE. Potential principal contractors submitting tenders must make adequate provision for the cost of health and safety measures, according to clause 5(g) of the Construction regulation 2014. **RISK**

SPECIFICATION

All Risks pertaining to the Fire Break must be identified and the mitigations mentioned.

- ✓ Plant and Equipment – Not working properly.
- ✓ Resources – Not enough for the work
- ✓ Production – Not meeting the daily average of 4-5 km (Burning A+B+C+D Portions)
- ✓ Fire fighters not qualified to do the work
- ✓ Prevention of the fire running away into the Farmers property – What are you going to do?
- ✓ No access to do Fire Breaks with your unique resources – For example, have no tractors to access difficult terrain – What type of Fire Break Method you are going to use

(iii) SAFETY SPECIFICATION

The following must be identified and not limited;

- ✓ Compliance to the National Veld and forest Act, 1998 – Explain how you are going to comply 100% with the act.
- ✓ Safe Working Procedure when doing Fire Breaks – Explain in detail how you are going to work safely.

(iv) ENVIRONMENTAL SPECIFICATION

The following must be identified and not limited;

- ✓ Compliance to the National Environmental Management Act– Explain how you are going to comply 100% with the act.
- ✓ Environmental Plan for the Project

1. WORKLOAD DISTRIBUTION

Production average is +-20 km per day for burning.

Items under Technical Capacity and Resources

Bakkie Sakkie Min 200 litres
Water tanker Min 1000 litres
Water tanker /Min 2000 litres
Rake Hoes
Beaters
Knapsacks/Min 15 litres
Drip Torch
Cell phone
Hand held radio
Mobile Radio
First Aid Kit
Fire Fighters
Crew Leaders/Owner/Fire Boss

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Respondent's Signature

Date & Company Stamp

ANNEXURE F - CLAUSE BY CLAUSE COMPLIANCE WITH SPECIFICATION**BBB1267 VERSION 10****PART A: GENERAL****A1. SCOPE OF WORK****A2. SUFFICIENCY OF TENDER**

A2.1 complies / does not comply

A2.2 complies / does not comply

A3. DURATION OF CONTRACT**A4. COMPLIANCE WITH STATUTES**

A4.1 complies / does not comply

A4.2 complies / does not comply

A5. GENERAL**A6. GUARANTEES**

A6.1 complies / does not comply

A6.2 complies / does not comply

A7. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

A7.1 complies / does not comply

A7.2 complies / does not comply

A8. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL**A9. TO BE PROVIDED BY THE CONTRACTOR**

A9.1 complies / does not comply

A9.3 complies / does not comply

A10. SCHEDULE OF QUANTITIES AND PRICES

A10.1 complies / does not comply

A10.2 complies / does not comply

A10.3 complies / does not comply

A11. CONTRACT PRICE ADJUSTMENT FORMULA

A11.1 complies / does not comply

A12. EVALUATION OF TENDER

A12.1 complies / does not comply

A12.2 complies / does not comply

A12.3 complies / does not comply

A13. SITE MEETINGS

A14. SITE BOOKS

A14.1 complies / does not comply

A14.2 complies / does not comply

A14.3 complies / does not comply

A14.4 complies / does not comply

A14.5 complies / does not comply

A14.6 complies / does not comply

A15. INFORMATION TO BE PROVIDED WITH TENDER

A15.1 complies / does not comply

A15.2 complies / does not comply

A15.3 complies / does not comply

A15.4 complies/ does not comply

A15.5 complies /does not comply

A15.6 complies / does not comply

A15.7 complies / does not comply

A16. PENALTIES

PART B: PROVISION OF FIRE BREAKS

B1. SCOPE

B1.1 complies / does not comply

B1.2 complies / does not comply

B1.3 complies / does not comply

B1.4 complies / does not comply

B2. DEFINITIONS

B2.1 complies / does not comply

B2.2 complies / does not comply

B2.3 complies/ does not comply

B2.4 complies /does not comply

B3. METHODS OF PROVIDING FIRE BREAKS

B3.1 complies / does not comply

B3.2 complies / does not comply

B3.3 complies/ does not comply

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- B3.4 complies /does not comply
- B3.5 complies / does not comply
- B3.6 complies / does not comply
- B3.7 complies/ does not comply
- B3.8 complies /does not comply

B4. STANDARD OF WORKMANSHIP

- B4.1 complies / does not comply

B5. PROGRAMME OF WORK

- B5.1 complies / does not comply
- B5.2 complies / does not comply
- B5.2.1 complies/ does not comply
- B5.2.2 complies /does not comply
- B5.3 complies / does not comply

B6. PERFORMANCE MONITORING AND EVALUATION

- B6.1 complies / does not comply
- B6.2 complies / does not comply
- B6.3 complies / does not comply
- B6.3.1 complies / does not comply
- B6.3.2 complies/ does not comply
- B6.3.3 complies / does not comply
- B6.4 complies / does not comply
- B6.5 complies / does not comply

B7. REMEDIAL WORK

- A7.1 complies / does not comply
- A7.2 complies / does not comply
- A7.3 complies / does not comply
- A7.4 complies / does not comply

B8. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

- B8.1 complies / does not comply
- B8.2 complies / does not comply
- B8.3 complies / does not comply
- B8.4 complies / does not comply
- B8.5 complies / does not comply

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B9. MEASUREMENT AND PAYMENT

B9.1 complies / does not comply

B9.2 complies / does not comply

B9.3 complies / does not comply

B9.3.1 complies / does not comply

B9.3.2 complies / does not comply

B9.3.4 complies / does not comply

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Respondent's Signature

Date & Company Stamp