

**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] NO ERAC-RCB-18857-MM-048**

**FOR THE HIRING OF: 1 FOUR WHEELED DRIVE SITE DUMPER WITH LOW  
DISCHARGE DRIVE SKIP AND A 5 TON MINI EXCAVATOR  
FOR 360 HOURS**

**FOR DELIVERY TO: BAYALA**

**ISSUE DATE: 23 SEPTEMBER 2015 – 02 OCTOBER 2015**

**CLOSING DATE: 06 OCTOBER 2015**

**CLOSING TIME: 10:00**

**"PREVIEW COPY ONLY"**

**Section 1**  
**NOTICE TO BIDDERS**

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

**METHOD:** Tender fax / e-mail

**CLOSING VENUE:** Transnet Freight Rail RME,  
The Chairman of the Acquisition Council,  
Fax numbers and e-mail details are as follows:  
Fax numbers: 011 774 9760, 011 774 9129 or 011 774 9186 and  
E-mail: Nomsa.Maseko@transnet.net

**Note: Contact numbers to verify if your tender was received in good order: 011 584 9202 or 011 544 9484**

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**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 below R1 000 000 (all applicable taxes included); and therefore the **80/20** 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.**

**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: Mari Maritz Email: mari.maritz@transnet.net  
Telephone: 035 906 7348

Respondents may also, at any time after the closing date of the RFQ, communicate with the Supply Chain Manager, Lizelle Smith on any matter relating to its RFQ response:

Telephone 035 906 7305 Email: lizelle.smith@transnet.net

#### 4 Legal Compliance

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

#### 5 Changes to Quotations

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

#### 6 Pricing

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

#### 7 Prices Subject to Confirmation

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

#### 8 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

#### 9 Disclaimers

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.

**10 Specification/Scope of Work**

Refer to Annexure B – Scope of Services

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056**

**"PREVIEW COPY ONLY"**

**Returnable Document**

**RFQ FOR THE HIRING OF A: FOUR WHEELED DRIVE SITE DUMPER WITH LOW DISCHARGE  
DRIVE SKIP AND A 5 TON MINI EXCAVATOR FOR 360 HOURS TO BAYALA  
CLOSING VENUE: TENDER FAX/E-MAIL, INYANDA HOUSE, 21 WELLINGTON ROAD,  
PARKTOWN, GAUTENG  
CLOSING DATE & TIME: 06 OCTOBER 2015 AT 10:00  
VALIDITY PERIOD: 90 BUSINESS DAYS**

**SECTION 2  
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 Evaluation Criteria**

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

| <b>Criterion/Criteria</b>  | <b>Explanation</b>   |
|--|--|
| <b>Administrative responsiveness</b>                             | Completeness of response and returnable documents  |
| <b>Substantive responsiveness</b>                                | Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.  |
| <b>Final weighted evaluation based on 80/20 preference point</b> | <ul style="list-style-type: none"><li>• Pricing and price basis [firm]</li><li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li></ul> |

**2 Validity Period**

Transnet requires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.  
This RFQ is valid until \_\_\_\_\_.

**3 Disclosure of Prices Quoted**

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

YES  NO

**4 Returnable Documents**

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

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

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

**Returnable Document**

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

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

| Mandatory Returnable Documents | Submitted<br>[Yes or No] |
|--------------------------------|--------------------------|
| SECTION 3 : Quotation Form     |                          |

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

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

| Essential Returnable Documents   | Submitted<br>[Yes or No] |
|--|--------------------------|
| SECTION 2 : Evaluation criteria and list of returnable documents   |                          |
| - SECTION 4 : 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<br>Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference |                          |
| - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]  |                          |
| ANNEXURE A – B-BBEE Preference Points Claim Form   |                          |
| ANNEXURE B – Scope of Services   |                          |

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

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

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

**SECTION 3  
 QUOTATION FORM**

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 service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

**Price Schedule**

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

| Item No | Description of Services   | Unit of Measure | Quantity | Unit Price (ZAR) | Total Price (ZAR) |
|---------|---|-----------------|----------|------------------|-------------------|
| 1       | Hire of a four (4) wheeled drive site dumper with low discharge drive skip (Wet-rate) | hours           | 360      |                  |                   |
| 2       | Establishment of site dumper to Bayala  | each            | 1        |                  |                   |
| 3       | De-establishment of site dumper from Bayala   | each            | 1        |                  |                   |
| 4       | Hire of five (5) ton mini excavator (Wet-rate)  | hours           | 360      |                  |                   |
| 5       | Establishment of mini excavator to Bayala   | each            | 1        |                  |                   |
| 6       | De-establishment of mini excavator from Bayala  | each            | 1        |                  |                   |

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

**Notes to Pricing:**

- All Prices must be quoted in South African Rand, exclusive of VAT
- Refer to Annexure B – Scope of Services for the terms and conditions of the hire

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

**Returnable Document**

**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. The following documents all of which are available on Transnet’s website or upon request:
  - 1.1. General Bid Conditions;
  - 1.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 1.3. Supplier Integrity Pact;
  - 1.4. Non-disclosure Agreement; and
  - 1.5. 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: \_\_\_\_\_



**SECTION 4**

**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_

**Returnable Document**

*[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<br>_____<br>duly authorised hereto | AS WITNESS:                              |
| Name:   | Name:                                    |
| Position:   | Position:                                |
| Signature:  | Signature:                               |
| Date:   | Registration No of Company/CC<br>_____   |
| Place:  | Registration Name of Company/CC<br>_____ |

**RFQ FOR THE HIRING OF: A FOUR WHEELED DRIVE SITE DUMPER WITH LOW DISCHARGE DRIVE  
SKIP AND A 5 TON MINI EXCAVATOR TO BAYALA  
FOR A PERIOD OF 360 HOURS**

**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

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Respondent's Signature

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Date & Company Stamp

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
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to

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Respondent's Signature

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Date & Company Stamp

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.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

#### 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<br>[Maximum 20] |
|------------------------------------|----------------------------------|
| 1                                  | 20                               |
| 2                                  | 18                               |
| 3                                  | 16                               |
| 4                                  | 12                               |
| 5                                  | 8                                |
| 6                                  | 6                                |
| 7                                  | 4                                |
| 8                                  | 2                                |
| Non-compliant contributor          | 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

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

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

Verification Agency accredited by SANAS.

- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 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

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Respondent's Signature

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Date & Company Stamp

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 [circle which is not applicable]

If YES, indicate:

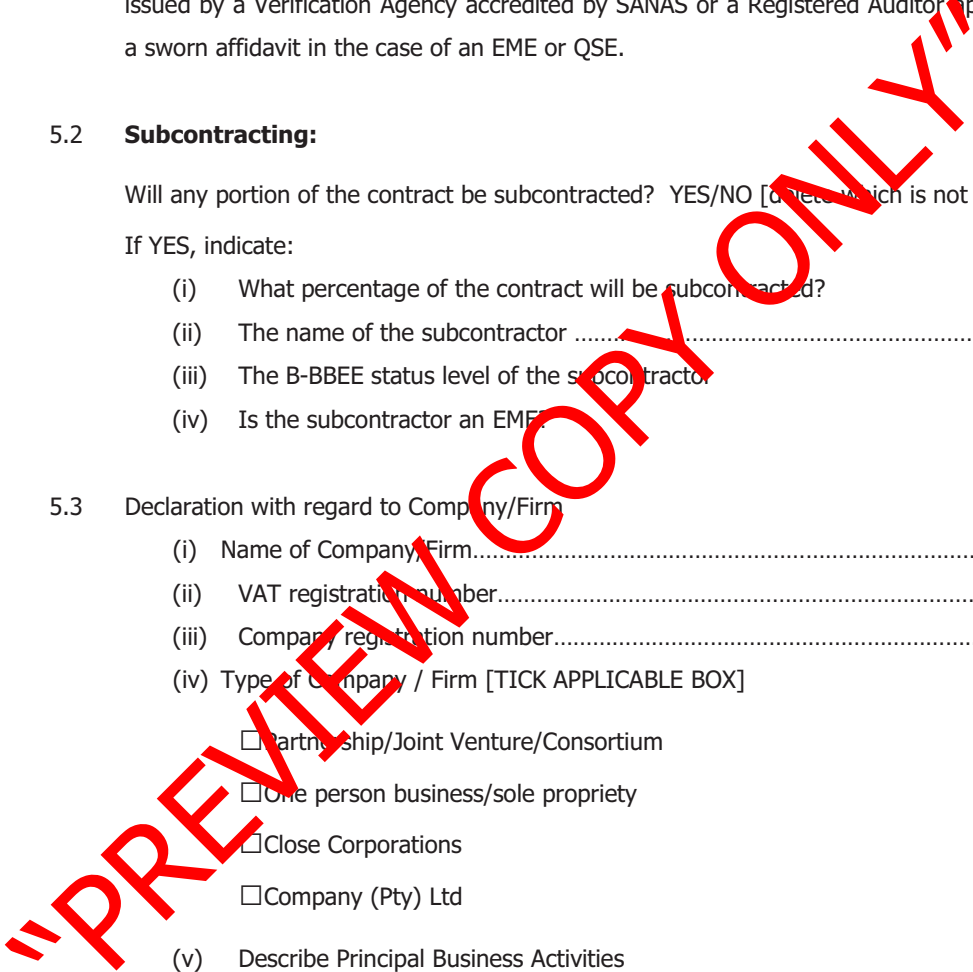
- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

**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.....



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

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

**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

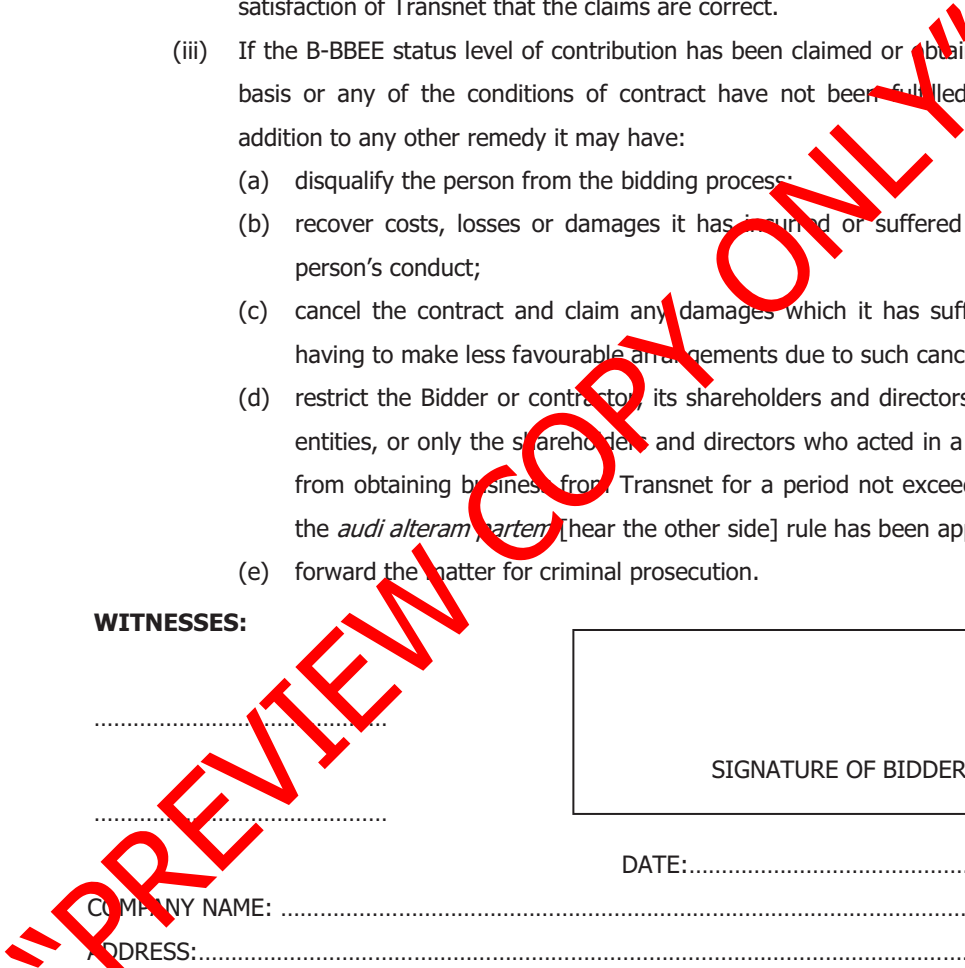
DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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

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





**ANNEXURE B**

**SCOPE OF SERVICES**

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9. ENVIRONMENTAL REQUIREMENTS ..... 6

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**"PREVIEW COPY ONLY"**

**Note**

For the purposes of this document, any reference to a/the "*Contractor*" shall be construed to mean a reference to a Respondent (in terms of this RFQ) and/or to a successful Respondent (to whom the business is to be awarded), as so indicated by the context hereinafter.

**1. GENERAL DESCRIPTION OF THE SERVICES**

The *Contractor* supplies the Equipment and ensures that the Equipment and all parts of the Equipment are maintained in good repair, condition and working order. The *Contractor* pays for all fuel, insurance, maintenance, servicing, lubricants, spare parts and other items necessary to maintain and keep the Equipment and all parts of the Equipment in good repair, condition and working order.

The *Contractor* provides the Equipment full of fuel and in well maintained working order.

The *Contractor* provides an Operator together with an Operator's Manual with the Equipment at the point of delivery as well as a 'check list' of daily maintenance procedures.

The *Contractor* provides the Operator with accommodation for the period of hire.

The period of hire commences at the time when the *Purchaser's Representative* has requested for the Equipment to be available at the Designated Site, subject to the Equipment being in good repair, condition and working order.

The *Contractor* mobilises the Equipment to the *Purchaser's* Designated Site and demobilises from the *Purchaser's* Designated Site, as per the SAP Purchase Order request from the *Purchaser*. Unless otherwise specifically provided, unloads and loads the Equipment at the site as per instructions from the *Purchaser's Representative*, where required

**2. DEFINITIONS**

**Equipment** means the item of equipment as specified in Section 3, Pricing Schedule

**Net Hire** means the rate which includes an operator, wages, insurances, fuels and all other operating and overhead costs relevant to the operation of the Equipment.

**Establishment and De-establishment charge** means the price to be charged by the *Contractor* as specified in Pricing List, to mobilise/establish and transport the Equipment to the Designated Site and de-mobilise/de-establish and transport the Equipment from the Designated Site.

**Normal Rate** means the rate for the Equipment and Operator when the Equipment is operating in normal Working Hours as specified in Section 3, Pricing Schedule.

**Operator** means the competent person in terms of the OSHA Act, provided and remunerated by the *Contractor* to operate the Equipment.

**Overtime Rate** means the rate for the Equipment and Operator when the Equipment is operating outside of Working Hours as specified in Annexure D, Pricing List and Scope of Services, Appendix iii.

**Standby Time** means that part of the Working Hours during which the Equipment is on standby at the Designated Site but no work is available.

**Idle Time** means that when the Equipment is prevented by prolonged inclement weather from working for a complete week, the charge shall be 50% of the hire rate.

**Long Term Hire** means a period of hire exceeding five (5) consecutive working days.

**Short Term Hire** means a period of hire less than or not exceeding 5 consecutive working days.

**Working Hours** means the hours of the *Purchaser's* normal working day at the Designated Site or Designated Sites as specified in Appendix iii Scope of Services, during which the Equipment is required for hire by the *Purchaser*.

### 3. PROVISION OF EQUIPMENT

The *Contractor*:

- a) Complies with all legislative and Transnet's Occupational Health, Safety and Environmental requirements, including:
  - Equipping the Equipment with an audible reversing warning device, amber rotating lights and any other safety equipment necessary to comply with applicable legislation;
  - Provides Safe Operating Procedures for the Equipment;
- b) Ensures that the Equipment has a current certificate of roadworthiness and is registered and fitted with registration plates to clearly identify it if the Equipment is to be driven on public roads;
- c) Undertakes scheduled servicing and maintenance off site, ensuring that the Equipment maintains reliability, productivity and operational efficiency;
- d) Makes available daily check sheets for each day the Equipment is engaged;
- e) Makes available upon request service records relating to the maintenance, servicing and operation of the Equipment; and
- f) Supplies and stores fuel, oil, grease, replacement parts and all other things necessary for the continuous and efficient operation of the Equipment.

### 4. OPERATION OF EQUIPMENT

The *Contractor* ensures that all Operators:

- a) Comply with Transnet Safety Procedures and any site specific Hazard Management Plans, Safety and Environmental Plans;
- b) Are supplied with personal protective equipment and the Operators wear the equipment;
- c) Have all appropriate licenses and certificates and are trained in the operation of the Equipment;
- d) Have a minimum of three years' experience;
- e) Comply with the requirements of all relevant legislation, awards and the lawful requirements of the public or other authorities affecting the work under this Agreement;
- f) Minimise detrimental effects on the environment and work in accordance with Transnet's Health and Safety Specification;

HAS- STD-0001 and Environmental Best Practice for Construction.

- g) Co- operate with any other *Suppliers/ Contractors* and Transnet employees during the course of work
- h) Appointment letter for construction vehicle and/ mobile plant inspector.
- i) Appointment letter for construction vehicle and /mobile plant operator.
- j) Proof of competency for the construction vehicle and /mobile plant operator.
- k) Proof of competency for the construction vehicle and /mobile plant inspector **if different from the operator.**
- l) Proof\_of competency for engineer (for maintenance/ servicing purposes).
- m) Valid Certificate of fitness for construction vehicle and /mobile plant operator.
- n) Valid load test certificate for Lifting Machines.
- o) Service/ Maintenance record for construction vehicles and mobile plants as per manufactures' specification i.e. at specific kilometres or man hours.
- p) Daily inspection registers for all construction vehicles and mobile plants.

#### 5. OPERATOR, CHANGE OF EQUIPMENT OR OPERATOR

- a) The *Contractor* must use its best endeavours to provide the nominated Operator. The *Contractor* notifies the *Purchaser's Representative* of any change of the nominated Operator.

The *Contractor* must not remove the Operator or Equipment from a Designated Site without the approval of the *Purchaser's Representative*.

- b) The Operator will be under the sole and absolute control and supervision of the *Purchaser*. *Purchaser* undertakes that it will give to the Operator clear and specific instructions and directions for all work to be performed by the Operator and the Equipment. The *Contractor* is responsible for the payment of the Operator
- c) The *Contractor* may stand down his equipment for repairs or maintenance with sufficient notice to the *Purchaser*. During this period neither the Operator nor the Equipment may be charged for. The *Purchaser* will not pay for any period of stand down. If the period of stand down impacts on the site works the *Contractor* must provide replacement equipment as per the *Purchaser's* request.
- d) Operator Time Sheets:

The Operator submits to the *Purchaser's Representative*, for verification a daily time sheet on the *Contractor's* stationery which shows for that day the actual hours of work (including any hours of Overtime), hours of Standby Time, hours of stand down of the Equipment, and any Transport Costs.

#### 6. PERIODS OF HIRE

Equipment must be available from the Start Date to the Completion Date as stated in the SAP Purchase Order.

Working Hours from 07:00 to 16:00 Monday to Friday for the balance of the SAP Purchase Order and if required.

Start and End Time during Working Hours may differ, depending on the consultation between the Construction Manager and Contractor.

Working Hours must be 9 hours per day.

The hours in the Pricing schedule is estimated hours, payment will only be effected on actual hours worked with proof of the signed site log sheets.

## 7. MAINTENANCE, BREAKDOWNS AND REPAIRS

The *Contractor* must at its own cost ensure all items of Equipment are inspected daily, serviced and maintained in accordance with the relevant manufacturer's recommendations or instructions, as frequently as may be necessary to ensure that it is in a good and safe state of repair and condition, is not dangerous and is in satisfactory working order.

Where such Equipment breaks down or fails to work satisfactorily, in the opinion of the *Purchaser*, the Equipment will be immediately off hired. Any and all costs of moving or returning the Equipment from the Designated Site for and after repairs shall be the responsibility of the *Contractor*.

In the event of a breakdown that cannot be repaired within 24 hours the *Contractor* must provide replacement Equipment which is of at least equal capacity to the one being replaced.

## 8. HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

- a) The *Contractor* and their employees must adhere to the provisions of Transnet Freight Rail (RME's) Health and Safety Specification HAS-STD-0001 and Transnet's safety, Vehicle and Substance abuse Policies. These provisions may be in addition to, but not in substitution of, any other safety requirement of any legislation.

Unsafe equipment shall be either made safe or removed off the Designated Site.

Transnet Freight Rail (RME) may at any time during the Contract period request a further Safety Inspection Report.

- b) **Protective Clothing** - must be provided by the *Contractor* and should be appropriate for working safely and in particular:
- **High Visibility Vest** - The *Contractor* and their employees must wear a high visibility vest;
  - **Footwear** - The *Contractor* and their employees must wear appropriate footwear;
  - **Safety helmets** - The *Contractor* and their employees must wear safety helmets wherever there is a danger of material falling from above;
  - **Overalls** - The *Contractor's* Overalls must be in good repair, and condition and;
  - **Any** other personal protective equipment as per site specific risk assessment.

- c) **Notice of Accidents**

If the Equipment is involved in any accident resulting in an injury to persons or damage to property, immediate notice (the same shift) must be given to the *Purchaser's Representative* or site supervisor, by the Operator. The *Purchaser's Representative* undertakes to notify the *Contractor* of such an event. The *Purchaser's* Safety Officer and Representative will investigate the event and make relevant recommendations to the *Purchaser's Representative* and the *Purchaser's* Risk Manager.

In the event of any accident and/or damages sustained negligently by the operator/equipment while on duty, the *Purchaser* shall not be liable for any damages thereon and that payment of any compensation will be the responsibility of the *Contractor*.

- d) **Inspections**

The *Purchaser* will be entitled to conduct safety inspections or audits at any time.

In the event of any Equipment failing safety checks or in the event of unsafe acts or conditions, the *Purchaser's* Safety Officers may stop the work and off hire the Equipment and this event will not be deemed a Compensation Event.

The *Contractor* ensures that all of his personnel associated with these Works identified in the *Scope of Services* has been to a safety induction and is in possession of a Medical Certificate from an Occupational Health and Safety Practitioner.

## 9. ENVIRONMENTAL REQUIREMENTS

In addition to complying with all statutory requirements, the *Contractor* where required must comply with Transnet's environmental requirements.

### ENVIRONMENTAL CONTROL

#### a) General

The *Contractor* complies with Environment Act 107 of SA 1998 at all times with respect to pollution from noise, air, water, land and waste sources.

The *Contractor* must be able to respond immediately to any situation where environmental harm is taking place.

#### b) Trucking

All trucks leaving the Site with earth material or loose debris shall be loaded in a manner that will prevent wind-blown emissions and dropping of materials on streets and shall have suitable tarpaulins fastened over the load before leaving the Site. Trucks bringing earth or materials to the site shall be similarly loaded and covered.

The *Contractor* ensures that the wheels, track and body surfaces of all vehicles and equipment leaving the site are free of mud and that mud is not carried on to adjacent paved streets or other areas.

#### c) Dirt, Dust and Water

Adjoining owners, residents and the public shall be protected against dust, dirt and water nuisance. Levels of dust generated by the *Contractor's* operations outside contaminant areas shall be controlled at all times.

When required, the costs of providing measures that may need to be undertaken to control dust levels shall be deemed a Compensation Event.

#### d) Noise Control and Vibration

The *Contractor* complies with noise and vibration criteria resulting from its activities. All construction equipment must be fitted with noise suppressors and used so that noise is minimised.

#### e) Restoration of Site

The *Contractor* reinstates to the satisfaction of the *Purchaser's Representative* all areas disturbed by the *Contractor*. Restoration includes remediation of any ground contaminated by incidents such as oil or fuel spills (particularly in fuel storage areas), appropriate re-vegetation and any other measures to restore the land to a condition at least similar to the existing conditions before disturbance.

#### f) Waste Management

The *Contractor* disposes of and will be solely responsible for disposal of all solid, liquid and gaseous contaminants, in accordance with the requirements of the local and regional statutory authorities.

Effluent from the amenities for which the *Contractor* is responsible shall be discharged into the local sewerage system, where available. Otherwise, septic tanks and portable self-contained toilets of suitable capacity may be used subject to acceptable arrangements for disposal of the effluent. Pit toilets are not permitted.

Littering or dumping of unwanted waste or disposal of surplus construction materials on any land on or around the site is not permitted.

Appropriate receptacles must be provided by the *Contractor* for depositing of litter and other waste materials, and their contents disposed off site to a suitable waste disposal station on a regular basis.

The *Contractor* must recycle and divert from landfill surplus soil, rock and other excavated or demolition materials, wherever this is practical. In addition, the *Contractor* must separately collect and stream quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics and offer them for recycling where practical.

Subject to the forgoing, all waste shall be removed from the site to approved locations. The *Contractor* shall not unlawfully spill, leak or emit environmentally harmful or ozone depleting substances.

g) Reporting

The *Contractor* must report to the *Purchaser's Representative* and appropriate regulatory authority any pollution incident that causes, or is likely to cause material harm to the environment.

Any fines imposed by any regulatory authority for any offence shall be borne by the *Contractor*.

h) Final Clean-Up

Unless otherwise directed by the *Purchaser's Representative*, the *Contractor* is responsible for the restoration and final clean-up of any Site disturbed by it including the Parking and Accommodation Site, to the satisfaction of the *Purchaser's Representative*. This shall include repairing or making good any damage caused by the *Contractor*.

**10. "AS AND WHEN REQUIRED" PURCHASE ORDERS**

- a) Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet Freight Rail. Equipment supplied earlier than specified may not be paid for or may be returned by Transnet Freight Rail, with the *Contractor* being held liable for all expenses so incurred, e.g. transport charges, handling charges, etc.