



TRANSNET FREIGHT RAIL, a division of TRANSNET

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: ERAC VYG 18333 FM505

**FOR THE RENTAL OF 1 X 35 SEATED BUS FOR 3 MONTHS.
FOR DELIVERY TO: VRYHEID
ISSUE DATE: 2015.07.10 TO 2015.07.15
CLOSING DATE: 2015.07.16
CLOSING TIME: 10:00AM**

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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: EMAIL / FAX

EMAIL: TCPTENDERSRICHARDSBAY@transnet.net

FAX NO: 086 515 9978

CONFIRM OF RFQ RECEIPT CONTACT YOGESHNIE GENGAN AT 035 905 3812 OR THATO

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) (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: FRANS MOSHOEU

Email: FRANS.MOSHOEU@TRANSNET.NET

Telephone: 035 906 7189

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

Telephone: 035 906 7305

Email: lizelle.smith@transnet.net

Respondent's Signature

Date & Company Stamp

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 the 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.

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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

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Respondent's Signature

Date & Company Stamp

Returnable Document

RFQ FOR THE RENTAL OF: 1 X 35 SEATED BUS FOR 3 MONTHS

METHOD: EMAIL / FAX

EMAIL:TCPTENDERSRICHARDSBAY@transnet.net
 FAX NO: 086 515 9978

CONFIRM OF RFQ RECEIPT CONTACT YOGESHNIE GENGAN AT 035 905 3812 OR THATO
 VALIDITY PERIOD: 90 (Ninety) 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:

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of 70%. Resources and capacity, health and safety, passenger, third party and associated risks liability insurance, legislative and agency compliance, specific terms and conditions of service, commencement of service and service details will be considered as part of the technical evaluation[complete Annexure B – Technical Questionnaire].
Final weighted evaluation based on 80/20 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.

2 Validity Period

Transnet desires 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:

 Respondent's Signature

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Returnable Document

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.

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
Annexure B: Technical criteria	

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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 [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 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 C – Scope of work and Routes from point A to point B	

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

Respondent's Signature

Date & Company Stamp

Returnable Document

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.

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Returnable Document

**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 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 Goods /Services	Unit	Qty	Unit Price (ZAR)	Total Price (ZAR)
1	1 x 35 seated bus service rental from 01 st August 2015	Months	3		
	TOTAL				R

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
- 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

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. 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.		

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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

Returnable Document

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;
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 _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE RENTAL OF 1 X35 BUS SEATER FOR 3 MONTHS
ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

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- 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 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.

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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]
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 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.

 Respondent's Signature

 Date & Company Stamp

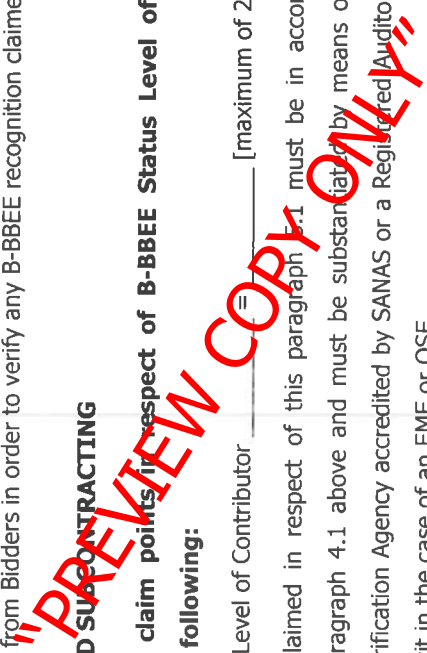
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents 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 20 points]

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



5.2 **Subcontracting:**

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

Partnership/Joint Venture/Consortium

One person business/sole propriety

Respondent's Signature

Date & Company Stamp

- 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.

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Respondent's Signature

Date & Company Stamp

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

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Respondent's Signature

Date & Company Stamp

**ANNEXURE B FOR PROVISION OF 1X 35 SEATER BUS RENTAL SERVICE FOR 3 MONTHS -
TECHNICAL SUBMISSION**

1. TECHNICAL SCORING SCALE

Quality criteria	Sub-criteria
Resources and capacity	Confirmation of capacity and resources to comply with Transnet requirements.
Health and Safety	Comprehensive health and safety plan to be submitted
Passenger, third party, and associated risks liability insurance	Insurance as applicable to passenger carrying operators, for passengers and third parties. Accident management procedure, for employees involved, in an accident by the Contractor's vehicle, which include calling emergency service, such ambulance services and medical assistance for the affected personnel.
Legislative and agency compliance	Compliance documents to be provided
Specific terms and conditions of service	Confirmation on compliance to specific conditions of service
Commencement of service	Compliance to the services requirement date and to be fully functional, on the first day of the month.
Service details	Compliance to Working hours of employees to be transported.

Respondent's Signature

Date & Company Stamp

2. TECHNICAL QUESTIONNAIRE

QUALITY CRITERIA	SUB- CRITERIA	Yes Tick (Submit Proof)	No Tick
No 1	Item		
Resources and capacity	<p>1.service provider to carry out the service using a buss, composed of at least,</p> <ul style="list-style-type: none"> • 1*65 Seated Bus <p>2.The service provider must provide a list of vehicles, indicating the following, as per the technical schedule;</p> <ul style="list-style-type: none"> • Type of vehicle, and age. • The passenger capacity of vehicles. • Make and Model. • Kilometre distance covered. <p>3.The service provider will submit a recovery plan, and timeframe, in case of failure or breakdown of busses.</p>		
No 2	Item		
Legislative and agency compliance	<p>1. Submitted a road-worthy certificate</p> <p>2. Submitted COPE certificate that needs to be done every 6months</p> <p>3. Submitted the allocated Driver that will be driving needs to have PDF-Code 10 license</p> <p>4. Submitted a police clearance certificate of company records</p> <p>5. Submitted bus roadworthy certificate.</p>		
No 3	Item		
Passenger, third party, and associated risks liability insurance	<p>1. Insurance as applicable to passenger carrying operators, for passengers and third parties.</p> <p>2. Accident management procedure, for employees involved, in an accident by the Contractor's vehicle, which include calling emergency service, such ambulance services and medical assistance for the affected personnel.</p> <p>3. The service provider shall carry all liability with regards to passengers, while transporting them to and from work.</p>		

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No 4	Item	Yes Tick (Submit Proof)	No Tick
Legislative and agency compliance	1. Proof of Roadworthy certificates for Busses that will be used for Transnet		
	2. COF certificate for busses valid for 6 months		
	Item	Yes Tick (Submit Proof)	No Tick
	3. The allocated Drivers that will be driving the allocated busses need to have PDP -- Code 10 licences		
	4. A Police clearance certificate of the drivers records		
	5. Medical fitness certificates and sample of substance abuse testing		

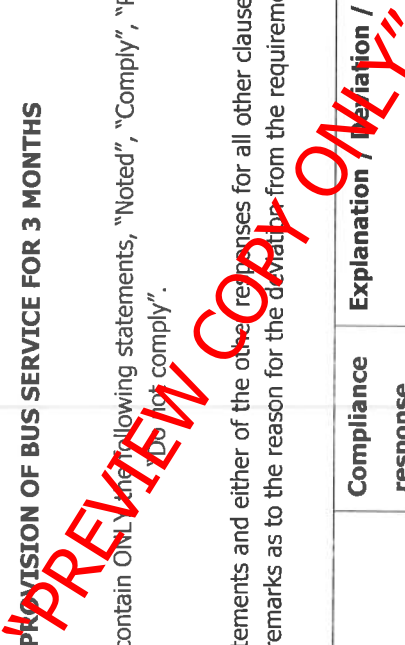
COMPLIANCE WITH SPECIFICATION SCHEDULE.

PROVISION OF BUS SERVICE FOR 3 MONTHS

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

Noted is to be applied against statements and either of the other responses for all other clauses. Where either "Partial Compliance" is inserted, remarks as to the reason for the deviation from the requirement is required.

Specification	Compliance response	Explanation / Deviation / Reason
Conditions of service covers the following: 1. Vehicles must at all times be in a neat, clean, hygienic, and environmentally friendly condition. The bus should at all times be, devoid of; (i) spillage of automotive lubricants and fluids, mechanical or otherwise, (ii) excessive smoke or fumes, (iii) environmentally destructive effects Should there be spillage of automotive fluids and lubricants, or residue of any kind from the busses, on the premises of Transnet, the bus company will undertake to clean, or rehabilitate, the environment at their own cost		



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Specification	Compliance response	Explanation / Deviation / Reason
<p>2. Vehicles will obey demarcations, directions and sign boards as put up by Transnet, or as agreed upon, on Transnet properties. Any disregard of Transnet's rules, regulations, and road instructions or directions, will be dealt with, as a breach of contract.</p>		
<p>3. Vehicles shall be subjected to inspection by TRANSNET before awarding of the tender and the vehicle must at all times be in a road worthy condition and comply with the relevant legislation. TRANSNET furthermore reserves the right at any time to subject any of the vehicles to a road worthy test at the Municipal Testing Centre.</p>		
<p>4. Vehicles on every route must be up to same standards and radio communication between various routes must be available</p>		
<p>5. The service provider must be in possession of all relevant (valid) road transport permits as depicted in the relevant legislation and on request must be able to submit these permits to TRANSNET.</p>		
<p>6. The service provider must be registered and must comply with the road transport quality system (RTQS) as depicted.</p>		
<p>7. Passengers/Employees must at all times be transported as per bus schedule attached hereto, and deviations will be discussed and agreed to with the Transnet, project manager, or nominated person to be the interface/contact between the Outsourced service provider.</p>		
<p>8. Employees must reach their respective places of work at least ten (10) minutes prior to commencement of duty/shift, as per attached, non-negotiable employee working schedule.</p>		
<p>9. Departure times of bus from respective places of work must be at least five (5) minutes after normal hours of duty/shift, or as specified by Transnet, as per attached employee working schedule.</p>		

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No 6	Item	Compliance response)	Explanation / Deviation / Reason
<p>Commencement of service</p>	<ul style="list-style-type: none"> It is imperative that the service be fully functional, on the first day of the month, being, 01 August 2015. Inability to perform or start on the specified day should be communicated 7 days, prior to the commencement date. Confirmation of service should be communicated in 7 days, calculated from the day of notification that the tender has been accepted. The contract duration shall be for 3 months 		
<p>No 7</p>	<p>Item</p>	<p>Yes Tick (Proof Submit)</p>	<p>No Tick</p>
<p>Service details Working hours: 05:00AM-18:00PM 7 days (Mon – Sun) Including public holidays</p>	<p>Confirmation of Compliance to transport staff to adhere to their working hours as stipulated. Submit plan of pick up and drop off times for each route)</p>		

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Annexure C (iii) Scope of work

STAFF TRANSPORTATION OF TRANSNET EMPLOYEES IN VRYHEID FOR A PERIOD OF 3 MONTHS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. Scope of work:

Out-sourced transport services are required for a scheduled transportation service for employees, employed at, **Vryheid**. The service will operate from **designated pick up/drop off points**, to work and back to **pick up/drop off points**.

The service will be rendered by means of trips to work, depot and for employees in the employment of Transnet Operating divisions, namely, Transnet Freight Rail.

Employees will be picked up from their **pick up/drop off points**, as close as possible from their homes, with due consideration to their safety, and weather effects, and transported to their place of work, timeously, in a safe and dignified manner, in time for their shifts, while spending as little time as possible in transit. The service will be rendered in an efficient, cost effective manner, resulting reasonable cost to Transnet, and thereby translating into reasonably low cost per employee.

The vehicles and operators used in the rendering of this service will be fully compliant to all legislative and respective agency requirements.

The supplier must be able to provide alternative transport, with no or minimal interruption, should there be a breakdown, and in case of total failure it is the supplier's responsibility to find a suitable replacement, during the term of the contract, without impacting, or with minimal interruption on the service.

2. Definitions

Out-sourced transport service – Transportation of Transnet employees by means of trips by means of a bus, or similar bulk transport to a destination, which is from the **pick up/drop off points**, or workplace, using a non-Transnet vehicle or equipment, and operated by a non-Transnet employee.

Scheduled – The performance of the service, is measured in terms of agreed time-frames and timetable.

Employees – Workers employed by Transnet, for the performance of Transnet duties, and paid/remunerated directly by Transnet's Operating divisions.

Pick-up Drop off points – Pick-up/Drop off point refers to agreed upon designated area, where employees will board/depart off the transportation service vehicle, as per bus schedule.

Trip – Vehicular transportation from a pre-defined point of boarding, by a Transnet employee, to a pre-defined end-point of dis-embarkation e.g Vryheid to Vryheid loco depot, for 06h00 shift.

Transnet – Reference to Transnet includes all, or any of Transnet's Operating divisions, namely Transnet Freight Rail, Transnet Engineering, Transnet Port Terminals, Transnet Pipelines, and Transnet National Ports Authority and RME, and it's nominated representative.

Bus service – Out-sourced transport service

Supplier/contractor – Operator of the out-sourced transport service.

Wet price per kilometre – Cost per kilometre, inclusive of fuel cost

Wet price per trip – Cost per trip, inclusive of fuel cost

Safe– Transportation by vehicles which are roadworthy, and compliant in all respects, and operated by drivers, that are suitably qualified, in all respects and in the right health and mental state(sober, well-rested, undistracted) to undertake their trip/s. Obedience and compliance to the law(RTA), signs and demarcations and directives, with due consideration to the safety of passengers, other road users, and property.

Dignified – Clean and neat equipment/vehicles, inside and outside, protecting passengers from weather(rain, wind, etc), and environmental effects(dust, dirt, smoke, bad smell, etc), which are comfortable. The trip should also be comfortable.

Breakdown – a vehicle/equipment related an incident or event that prevents or delays timely completion of the trip.

Minimal interruption to the service – Employees/passengers are not more than 15 minutes late, from their scheduled arrival time, at their destination.

3. Tenure:

24 calendar months

4. Hours of work:

Alignment with client working hours, to be able to deliver service, as per attached bus schedule.

5. Resources and capacity

5.1 The service provider needs to carry out the service using,

- 1*35 Seater Bus

5.2 The service provider must provide a list of vehicles, indicating the following, as per the technical schedule;

- A. Type of vehicle, and age.
- B. The passenger capacity of vehicles.
- C. Make and Model.
- D. Kilometre distance covered.
- E. The service provider shall endeavour to employ a minimum of 70% of their staff complement from the local community, as means of empowering the livelihoods of the people in the area that they are operating in.

5.4 The service provider will submit a recovery plan, and timeframe, in case of failure or breakdown of a bus.

6. Health and Safety

6.1 The service provider will submit a health and safety plan which will consist and not be limited to,

- (a) A bus driver compliance screening criteria (appropriate licensing and certification)
 - Proof of Roadworthy certificate
 - COF certificate that needs to be renewed every 6 months
 - The allocated Drivers that will be driving the allocated bus need to have PDP – Code 10 licences and
 - A Police clearance certificate of their records
 - .

(b) Bus driver continuous evaluation plan, and risk profile

(c) Medical fitness certificates (substance abuse testing)

(d) Pre-trip inspections documents

(e) Vehicle preventative maintenance schedule

(d) There is also an association SABOA (South African bus operators association) that they may be associated with(preferable)

6.2 The service provider must provide proof of having a vehicle and driver monitoring system.

6.3 The service provider must indicate that there is a communication system between drivers, and the depot.

7. Passenger, third party, and associated risks liability insurance

7.1 The service provider shall produce proof of comprehensive insurance as applicable to passenger carrying operators, for passengers and third parties. Such document shall be to the satisfaction of Transnet, to ensure that it's employees are not unduly exposed to financial difficulties in the event of unforeseen misfortunes/accidents while travelling in the busses.

7.2 The service provider shall carry all liability with regards to passengers, while transporting them to and from work.

7.3 The service provider will at his/her own cost undertake accident management procedure, for employees involved, in an accident by the contractor's vehicle, which include calling emergency service, such ambulance services and medical assistance for the affected personnel. This procedure will be approved by Transnet.

8. Legislative and agency compliance

8.1 The service provider needs to submit the following documents, with the tender documents;

- (a) Tax clearance certificates, company registration documents, Ownership/shareholder's declaration.

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ANNEXURE C: SCOPE OF WORK FOR 1 X35 BUS SEATER SERVICE AT VRHEID FOR 3 MONTHS

- (b) Compliance documents, including Operator's License certificate and/or, transport permits, should be available before commencement of the service.
- (c) Drivers will be in possession of the necessary licenses and permits, and comply to safety regulations as prescribed by the applicable Road Traffic Regulations and law.
- (d) Changes in ownership, share-holding and/or directorship of the company should be declared/or communicated to Transnet, through its nominated representative, or liaison officer(s).
- (e) Roadworthy certificates

9. SPECIFIC TERMS AND CONDITIONS OF SERVICE

9.1 The conditions of service covers the following:

- 9.2 Vehicles must at all times be in a neat, clean, hygienic, and environmentally friendly condition. The bus should at all times be, devoid of;
- (i) spillage of automotive lubricants and fluids, mechanical or otherwise,
 - (ii) excessive smoke or fumes,
 - (iii) environmentally destructive effects

Should there be spillage of automotive fluids and lubricants, or residue of any kind from the busses, on the premises of Transnet, the bus company will undertake to clean, or rehabilitate, the environment at their own cost

9.3 Vehicles will obey demarcations, directions and sign boards as put up by Transnet, or as agreed upon, on Transnet properties. Any disregard of Transnet's rules, regulations, and road instructions or directions, will be dealt with, as a breach of contract.

9.4 Vehicles shall be subjected to inspection by TRANSNET before awarding of the tender and the vehicle must at all times be in a road worthy condition and comply with the relevant legislation. TRANSNET furthermore reserves the right at any time to subject any of the vehicles to a road worthy test at the Municipal Testing Centre.

9.5 Vehicles on every route must be up to same standards and radio communication between various routes must be available.

9.6 The service provider must be in possession of all relevant (valid) road transport permits as depicted in the relevant legislation and on request must be able to submit these permits to TRANSNET.

9.7 The service provider must be registered and must comply with the road transport quality system (RTQS) as depicted.

9.8 Passengers/Employees must at all times be transported as per bus schedule attached hereto, and deviations will be discussed and agreed to with the Transnet, project manager, or nominated person to be the interface/contact between the Outsourced service provider.

9.9 Employees must reach their respective places of work at least ten (10) minutes prior to commencement of duty/shift, as per attached, non-negotiable employee working schedule.

9.10 Departure times of busses from respective places of work must be at least five (5) minutes after normal hours of duty/shift, or as specified by Transnet, as per attached employee working schedule.

9.11 Payment for service/s rendered will be as per Transnet payment policy.

10. COMMENCEMENT OF SERVICE

10.1 It is imperative that the service be fully functional, on the first day of the month, being, **01 August 2015**. Inability to perform or start on the specified day should be communicated 7 days, prior to the commencement date. Confirmation of service should be communicated in 7 days, calculated from the day of notification that the tender has been accepted.

10.2 The contract duration shall be for a period of three (3) months.

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**TENDER NO: ERAC VYG 18333 FM505
ANNEXURE C: SCOPE OF WORK FOR 1 X35 BUS SEATER SERVICE AT VRHEID FOR 3 MONTHS**

11. Service details

Working hours of employees to be transported.

**11.1 Working hours: Start End Start End workdays
Transnet Freight Rail**

Morning shifts (from pick up points to work)

05:00 am

From work to pick up points

18:00 pm

7 days (Mon – Sun)

Including public holidays

12. Pick Up Points For Vryheid

OLD LOCATION

- Old Clinic
- Corner of Rinso
- Corner lakwaSaha
- Corner lakwaSwidi
- Car Wash – eMphelandaba

NEW LOCATION

- Rank emadoshini
- Car Wash emadoshini
- Mapholoba Main Road emadoshini
- KwaSqwayi emadoshini
- KwaCwebezela emadoshini
- Corner of Hlabangane and 5th Avenue
- Estobhini – Hlabangane Street
- Block Yard

LAKESIDE

- OLD Lakeside – Estolo
- NEW Lakeside – Rank
- NEW Lakeside – Ezansi

MABHANOYINI

- Phumlani Lodge
- Corner of Anderson and Nyala
- Corner of Anderson and Afrikaner
- West End Garage

TOWN

- Flats at Paul Pietersburg road
- Corner of President and Brecher Street
- Pheasants/Spur
- Swimming Pool
- Mason and Spoor Street
- Klein Street

MAKWATAS

- KwaShingili
- Pay Office road

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