

**FREIGHT RAIL**

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ] No: ERACES3024-17428

**RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND
PENDORING UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A
PERIOD OF 24 MONTHS**

ISSUE DATE:	05 MAY 2015
CLOSING DATE:	19 MAY 2015
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	31 AUGUST 2015

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SCHEDULE OF BID DOCUMENTS

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RFQ APPENDICES:

N/A

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-RFQ Negotiations
QSE	Qualifying Small Enterprise
RFQ	Request for Quotation
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
ST&C	Standard Terms and Conditions
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

RFQ FOR WASTE /REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND PENDING UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF 24 MONTHS

Section 1: NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFQ [hereinafter referred to as a **Bid**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent or Bidder**].

DESCRIPTION	For waste / refuse removal at various depots in Pretoria, Brits and Pending under the jurisdiction of Real Estate Management for a period of 24 months
	This RFQ is issued free of charge.
INSPECT/ COLLECT DOCUMENTS FROM	The office of Transnet Freight Rail Advice Centre Ground Floor Inyanda House 1 21 Wellington road Parktown Johannesburg
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 05 May 2015 till 12 May 2015
COMPULSORY BRIEFING SESSION	NO FORMAL BRIEFING/SITE INSPECTION APPLICABLE
CLOSING DATE	10:00 on Tuesday 19 May 2015 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 NO FORMAL BRIEFING/SITE INSPECTION

No compulsory briefing information session will be conducted at Transnet Freight Rail.

Koedoespoort, Capital Park, Rosslyn, Cor Delfos, Pretoria West, Watloo, Hercules Area

Contact person for technical enquiries: Mr. Marcel Zietsman telephone:

(011) 773 5014 or Cell no: 083 281 3158

Pyramid, Pyramid South, Brits, Pending

Contact person for technical enquiries: Ms. Precious Ntuli telephone: (012) 315 3214 or Cell no:

083 390 1396

3 QUOTATION SUBMISSION

Quotations (inclusive of attachments) **in duplicate** must reach the Secretary, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No:	ERACES3024-17428
Description	For waste / refuse removal of various depots in Pretoria, Brits and Pendoring under the jurisdiction of Real Estate Management for a period of 24 months
Closing date and time:	19 May 2015, 10h00
Closing address	<i>[Refer options in paragraph 4 below]</i>

All envelopes must reflect the return address of the Respondent on the reverse side.

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington road, Parktown, Johannesburg, and should be addressed as follows:

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

- a) The measurements of the "tender box slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Acquisition Council and a signature obtained from that Office.

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG

2001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 4.4 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFQ will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

Transnet fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

5.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFQ and all Bids received are equal to or below R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be less than R 1 000 000 (all applicable taxes included); and therefore the 80/20 system shall be applicable.

When Transnet invites prospective Service Providers to submit Quotations for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

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 one year transitional period starting 11 October 2013. During the transitional period, companies may

elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Section 14 [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.

5.2 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFQ as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFQ submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 14 [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 for the JV or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

5.3 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Quotation that such Respondent intends subcontracting more

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

than 25% [twenty-five per cent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

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.

In terms of Section 14 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted to Edwin Senne, email Edwin.senne@transnet.net before **16:00, 3 days prior the closing date**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 544 9486, email prudence.nkabinde@transnet.net on any matter relating to its RFQ Quotation.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Quotation will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 INSTRUCTIONS FOR COMPLETING THE RFQ

- 7.1 Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 7.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Quotation.
- 7.3 Both sets of documents are to be submitted to the address specified in paragraph 4.1 above.
- 7.4 **All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.**
- 7.5 Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

- 7.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Respondent**] shall be in full and complete compliance with any and all applicable laws and regulations.

9 DISCLAIMERS

Respondents are hereby advised that 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. In particular, please note that Transnet reserves the right to:

- 9.1 Modify the RFQ's Services and request Respondents to re-bid on any changes;
- 9.2 Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 9.3 Disqualify Quotations submitted after the stated submission deadline;
- 9.4 Not necessarily accept the lowest priced Quotation;
- 9.5 Reject all Quotations, if it so decides;
- 9.6 Withdraw the RFQ on good cause shown;
- 9.7 Award an agreement / place an order in connection with this Quotation at any time after the RFQ's closing date;
- 9.8 Award only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 9.9 Split the award of the agreement / order between more than one Respondent; or
- 9.10 Make no award or an agreement.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to declare such serious breach of law during the past 5 [five] years in Section 11 [*Breach of Law*].

Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFQ process.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

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

Transnet reserves the right to lower the threshold for Technical by 10% [ten percent] if no Bidders pass the predetermined minimum threshold in respect of Technical.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Quotation, whether or not the Respondent is awarded a contract.

10 LEGAL REVIEW

A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**Transnet urges its clients, Respondents and the general public
to report any fraud or corruption on the part of Transnet employees to
TIP-OFFS ANONYMOUS: 0800 003 056**

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RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND PENDORING UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF 24 MONTHS

Section 2: SCOPE OF REQUIREMENTS

1 PROJECT WORK SPECIFICATION

This project is for the placement of waste/refuse/hazardous bins and the removal/empty of bins on a monthly basis.

1.1 The monthly volume of waste/refuse/hazardous bins to be removed is as follows:

- Supply and deliver of 23 bins (once off costs)
- Collection of 23 bins (once off costs)
- Rental of 23 bins per month
- Removal of 20 X 6m³ general waste bins once a month for various depots.
- Removal of 2 X 6m³ general waste bins twice a month, each for the Infra Manager, and Supply Chain Services, Transweg Road at Koedoespoort.
- Removal of 1 X hazardous 3m³ bin at the CAB Managers' office at (Pretcon), Paul Kruger Street, Capital Park, when the bin is full and requests have been made.(+- twice a year)
- 1 x Super Sucker at Capital Park Pretcon Bins

1.2 Where the bins have to be emptied twice a month, it has to be done normally in the middle and at the end of each month or only to be empty once a month, it has to be emptied at the end of each month.

1.3 If a bin is full before the time that the bin must be emptied as agreed on, the successful respondent will be notified telephonically and it must then be empty within 24 hours.

1.4 Bins to empty only from Monday to Friday between 07h30 and 16h00 and a Transnet representative of the specific site has to sign the delivery note stating that the bin has been emptied.

1.5 Tender prices to be quoted per month on the attached Schedule of Quantities and Price for a period of twenty four (24) months.

1.6 When the bins have been emptied, the area must be cleaned and no refuse should be lying around. All the waste/refuse falling from the bin/vehicle during the emptying of the bin, the successful respondent shall clean the area.

1.7 The bins must be placed at a place/area as indicated by a TFR representative at the applicable site/depot.

1.8 The contract shall be awarded for a period of 24 months and will be stipulated in the Letter of Acceptance.

- 1.9 No penalties will apply to this contract, but no payment will be made without the delivery note, signed by a TFR representative as proof that the bins for that site has been empty for that month.
- 1.10 Certificates must be presented to the Depot Manager indicating that the waste/refuse/hazardous waste have been successful received at a registered and approved dump site.
- 1.11 **22 X 6 cub/metre bins for general waste**
- Koedoespoort – address : Danie Prinsloo – Infra - 1000 Bluegum Street – Mechanical
 - Koedoespoort – address : Danie Prinsloo – Infra - 1000 Bluegum Street – Electrical
 - Koedoespoort – Danie Prinsloo –Infra depot – Transweg Road, Koedoespoort
 - Koedoespoort - Supply Chain Services – Transweg Road, Koedoespoort
 - Koedoespoort – School of Rail (Training centre) – Koedoespoort Rd, Koedoespoort
 - Koedoespoort – Supply Chain – Transweg – Store 03AW092P, Koedoespoort
 - Koedoespoort - Supply Chain Services - Scrap Bank (02ZG040P) - Lynette Rd, Koedoespoort
 - Capital Park (Pretcon), CAB Manager, c/o Mansfield/Paul Kruger Street, Capital Park
 - Hercules – Danie Prinsloo - Infra depot, c/o Miechaelson street/Rood Street, Hercules
 - Capital Park : Operational Manager (Yards), Paul Kruger Street, Pretoria
 - Waltloo - Operational manager, c/o Hoy and Price Street Waltloo.
 - Rosslyn – Operational Manager, 1 Hardie Muller Street, Rosslyn
 - Cor Delfos – Operation Manager, Bessemer Street, (Metro station), Cor Delfos.
 - Pretoria West – Operational Manager, Artillery Street, Pretoria West.
 - Capital Park- Pretcon Container Automotive and business
 - Pyramid Station-R101 Hammanskraal road
 - Pyramid South Movement-Operations Pyramid South-R101 Hammanskraal road
 - Pyramid South CTC-Operations Pyramid South-R101 Hammanskraal road
 - Pyramid South Yard-Operations Pyramid South-R101 Hammanskraal road
 - Pyramid South Wagons-Operations Pyramid South-R101 Hammanskraal road
 - Brits Infra Perway, Spoorweg road, Brits
 - Pendoring Infra Perway, Spoorweg road
- 1.12 **1 X 3 cub/metre bin for hazardous waste**
- Capital Park (Pretcon), CAB Manager, c/o Mansfield/Paul Kruger Street.
- 1.13 **1 x Super Sucker**
- Capital Park (Pretcon) Cab Manager c/o Mansfield/ Paul Kruger Street.
- 1.14 Before any work commence, the successful respondent must have a valid transportation certificate
- 1.15 Every time when a bin is emptied, the successful respondent must provide a disposal certificate

1.16 PERFORMANCE MONITORING AND EVALUATION

- 1.16.1 The respondent shall all times be responsible for supervision of work and for follow up Inspections to monitor the successful service rendered. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 1.16.2 The Manager (or his deputy) shall at any time during the agreement period carry out inspections of the service provider(s) performance methods and procedures.

1.17 MEASUREMENT AND PAYMENT:

- 1.17.1 Payment will be effected on a monthly basis
- 1.17.2 Payment will be done in terms of clause **11.4** of the standard terms and conditions of contract / services
- 1.17.3 Payment will be done after receipt of the tax invoice and a full detail list of all work done during that month. The technical officer from Transnet Freight Rail will certify on the invoice that all work claimed has been done in terms of the contract.

1.18 HEALTH, RISK AND SAFETY PLAN REQUIRED

The respondents tendering for this project shall take note of the following when compiling their health, risk and safety plan.

Health, risk and safety plan**1.18.1 SHE Management Structure**

- 1.18.1.1 Work Supervisor
- 1.18.1.2 Health and Safety Representative (Section 17 of OHS Act).

1.18.2 Risk Assessment/Management

- 1.18.2.1 Task Descriptions.
- 1.18.2.2 Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 1.18.2.3 Risk Assessment (Construction Regulation 7)

1.18.3 Education and Training

- 1.18.3.1 Induction training.
- 1.18.3.2 Site Specific Training.
- 1.18.3.3 Certificate of Competence

1.18.4 Health and Safety Communications

- 1.18.4.1 Safety/Toolbox talks.
- 1.18.4.2 Incident Recall.

1.18.5 Safe Working Procedures and Methods

- 1.18.5.1 Method Statements.
- 1.18.5.2 Safe Operating Procedures.

1.18.6 Personal Protective Equipment and Clothing

- 1.18.6.1 PPE required after all other controls have been considered.
- 1.18.6.2 PPE proof of issue.

1.18.7 Project Security

- 1.18.7.1 Security risks identified
- 1.18.7.2 Access control

1.19 Environmental Management Plan

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

- 1.19.1 Control of Dust
- 1.19.2 Noise Pollution Control
- 1.19.3 Waste Management
- 1.19.4 Environmental Incident Management (Sect 28 Nema and Sect 20 National Water Act).
- 1.19.5 Contamination of surface and underground water.
- 1.19.6 Soil Contamination.
- 1.19.7 Storm Water Drainage.
- 1.19.8 Environmental Clean-up and Rehabilitation

1.20 MINIMUM PLANT AND EQUIPMENT REQUIRED

- 1.20.1 Skip loader truck/vehicle
- 1.20.2 Rear End Loader mobile compactor/front end loader mobile compactor

2. GENERAL SERVICE PROVIDER OBLIGATIONS

- 2.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 2.2 The Service Provider(s) must comply with the requirements stated in this RFQ.

3. SERVICE LEVELS

- 3.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 3.2 Transnet will have quarterly reviews with the Service Provider's account representative on an on-going basis.
- 3.3 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.4 The Service Provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance specifications
 - b) On-time deliverables
- 3.5 The Service Provider must provide a telephone number for customer service calls.
- 3.6 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES		NO	
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4. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Respondent, in relation to:

4.1 Quality of Services required:

4.2 Continuity of Services:

4.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

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5. REFERENCES

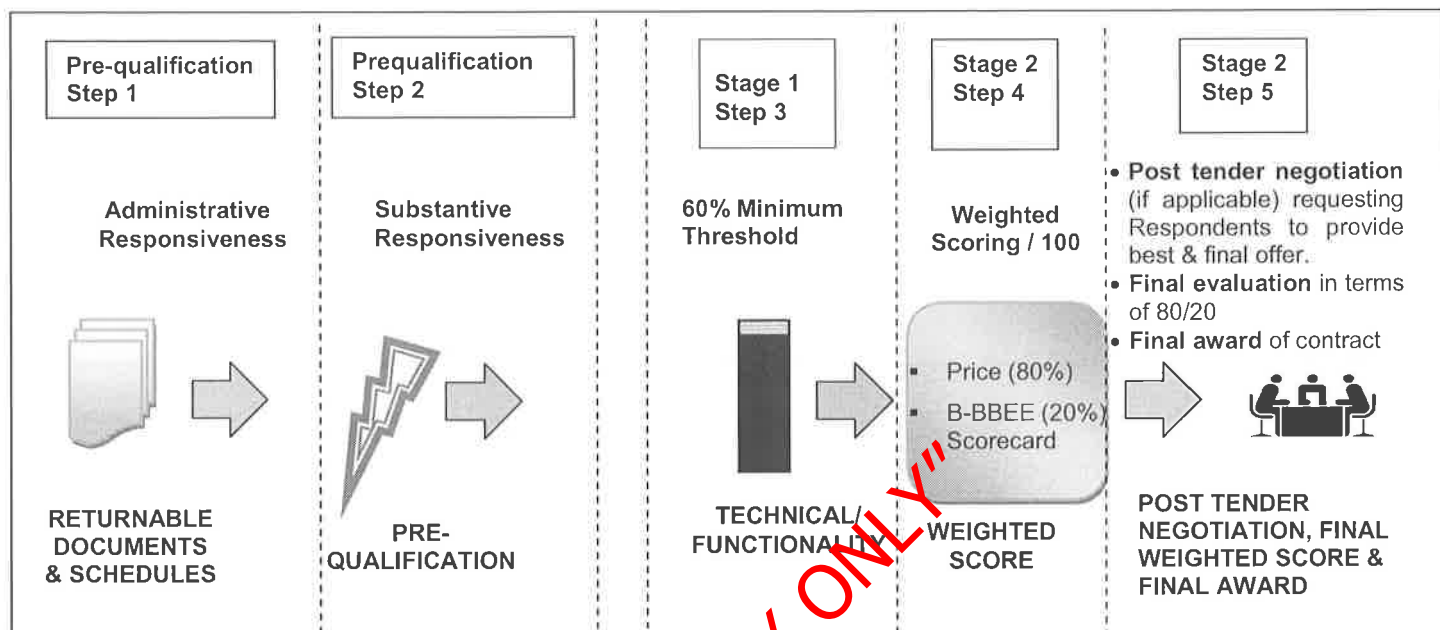
Please indicate below the company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

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6. EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



1.1 PRE-QUALIFICATION STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	Section 1 paragraph 3
<ul style="list-style-type: none"> Whether all mandatory Returnable Documents and/or schedules were completed and returned by the closing date and time <ul style="list-style-type: none"> A valid letter of good standing with the Compensation Commissioner issued by the Department of Labour 	Section 4
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	Section 4

The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification

1.2 PRE-QUALIFICATION STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>Section 1 paragraphs 2.2 Section 4 – validity period Appendix (i), General Bid Conditions clause 19 Sections 10, 11</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 3</i>
<ul style="list-style-type: none"> Whether any technical pre-qualification set by Transnet have been met as follows: <ul style="list-style-type: none"> A fully completed clause by clause statement of compliance to the project specification 	<i>Section 4 – Mandatory returnable documents/schedules</i>

The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation

1.3 STAGE ONE STEP THREE: Minimum Threshold 60 % for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Criteria	% Weightings	RFQ Reference
<ul style="list-style-type: none"> Health, risk and safety plan 	50%	<i>Section 2, page 14-15</i>
<ul style="list-style-type: none"> Technical Capacity (Plant and Equipment to be used in this project) 	50%	<i>Section 17, page 15 (items needed) & page 57 (schedule to complete)</i>
Total Weighting:	100%	
Minimum qualifying score required:	60%	

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non Responsive
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

The minimum threshold for technical/functionality [Stage Three] must be met or exceeded for a Respondent's Proposal to progress to Stage Four for final evaluation

1.4 STAGE TWO STEP FOUR: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 3

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ OR}$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

b) Broad-Based Black Economic Empowerment Criteria [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [Section 14]
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 14, Paragraph 4.1:

1.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	60%

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

2 STAGE FIVE: Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80 and the contract will be negotiated and awarded to the successful Respondent(s)

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Section 3: PRICING AND DELIVERY SCHEDULE

Item	Description	Qty	Unit	Price Per month	Sub Total Year 1 (first 12 months)	Price Per month	Sub Total Year 2 (second 12 months)	Total amount for 2 years
1	Koedoespoort: 6m3 bin- Infra 1000 Bluegum Street - Mechanical (inclusive of 1 removal)							
1.1	Supply and deliver of bins (once off costs)	1	EA					
1.2	Collection of bins (once off costs)	1	EA					
1.3	Rental of bins per month	24	months					
1.4	Removal of waste (inclusive of 1 removal)	24	months					
2	Koedoespoort- 6m3 bin- Infra 1000 Bluegum Street - Electrical (inclusive of 1 removal)							
2.1	Supply and deliver of bins (once off costs)	1	EA					
2.2	Collection of bins (once off costs)	1	EA					
2.3	Rental of bins per month	24	months					
2.4	Removal of waste (inclusive of 1 removal)	24	months					
3	Koedoespoort- 6m3 Infra Depot-Transweg Road, Koedoespoort (inclusive of 2 removal)							
3.1	Supply and deliver of bins (once off costs)	1	EA					

3.2	Collection of bins (once off costs)	1	EA					
3.3	Rental of bins per month	24	months					
3.4	Removal of waste (inclusive of 2 removals)	24	months					
4	Koedoespoort- 6m3 bin Supply Chain Services- Transweg Road (inclusive of 2 removals)							
4.1	Supply and deliver of bins (once off costs)	2	EA					
4.2	Collection of bins (once off costs)	2	EA					
4.3	Rental of bins per month	24	months					
4.4	Removal of waste (inclusive of 2 removals)	24	months					
5	Koedoespoort- 6m3 bin School of Rail (Training Centre) Koedoespoort Road, Koedoespoort (inclusive of 1 removal)							
5.1	Supply and deliver of bins (once off costs)	1	EA					
5.2	Collection of bins (once off costs)	1	EA					
5.3	Rental of bins per month	24	months					
5.4	Removal of waste (inclusive of 1 removal)	24	months					
6	Koedoespoort- 6m3 bin Supply Chain-Transweg- Store 03AW092P (inclusive of 1 removal)							
6.1	Supply and deliver of bins (once off costs)	1	EA					
6.2	Collection of bins (once off costs)	1	EA					
6.3	Rental of bins per month	24	months					
6.4	Removal of waste (inclusive of 1 removal)	24	months					

7	Koedoespoort- 6m3 bin- Supply Chain Services-Scrap Bank(022G040P)-Lynnette Road Koedoespoort (inclusive of 1 removal)							
7.1	Supply and deliver of bins (once off costs)	1	EA					
7.2	Collection of bins (once off costs)	1	EA					
7.3	Rental of bins per month	24	months					
7.4	Removal of waste (inclusive of 1 removal)	24	months					
8	Capital Park- 6m3 bin (Pretcon) CAB Manager, c/o Mansfield/Paul Kruger Street, Capital Park (inclusive of 1 removal)							
8.1	Supply and deliver of bins (once off costs)	1	EA					
8.2	Collection of bins (once off costs)	1	EA					
8.3	Rental of bins per month	24	months					
	Removal of waste (inclusive of 1 removal)	24	months					
9	Hercules-6m3 bin- Infra Depot, c/o Miechaelson street/Roodt street, Hercules (inclusive of 1 removal)							
9.1	Supply and deliver of bins (once off costs)	1	EA					
9.2	Collection of bins (once off costs)	1	EA					
9.3	Rental of bins per month	24	months					
9.4	Removal of waste (inclusive of 1 removal)	24	months					
10	Capital Park- 6m3 bin- Operational Manager (Yards) Paul Kruger Street, Pretoria Building (inclusive of 1 removal)							
10.1	Supply and deliver of bins (once	1	EA					

	off costs)							
10.2	Collection of bins (once off costs)	1	EA					
10.3	Rental of bins per month	24	months					
10.3	Removal of waste (inclusive of 1 removal)	24	months					
11	Watloo- 6m3 bin- Operational Manager/o Hoy and Price Street, Watloo (inclusive of 1 removal)							
11.1	Supply and deliver of bins (once off costs)	1	EA					
11.2	Collection of bins (once off costs)	1	EA					
11.3	Rental of bins per month	24	months					
11.4	Removal of waste (inclusive of 1 removal)	24	months					
12	Rosslyn -6m3bin- Operational Manager, 1 Hardie Muller Street, Rosslyn (inclusive of 1 removal)							
12.1	Supply and deliver of bins (once off costs)	1	EA					
12.2	Collection of bins (once off costs)	1	EA					
12.3	Rental of bins per month	24	months					
12.4	Removal of waste (inclusive of 1 removal)	24	months					
13	Cor Delfos-6m3- Operation Manager, Bessemer Street, Metro Station, Cor Delfos (inclusive of 1 removal)							
13.1	Supply and deliver of bins (once off costs)	1	EA					
13.2	Collection of bins (once off costs)	1	EA					
13.3	Rental of bins per month	24	months					
13.4	Removal of waste (inclusive of 1 removal)	24	months					
14	Pretoria West- 6m3 bin- Operations Manager, Artillery Street, Pretoria West (inclusive of 1 removal)							

14.1	Supply and deliver of bins (once off costs)	1	EA					
14.2	Collection of bins (once off costs)	1	EA					
14.3	Rental of bins per month	24	months					
14.4	Removal of waste (inclusive of 1 removal)	24	months					
15	Capital Park (Pretcon) CAB Manager, c/o Mansfield/Paul Kruger Street 3m3 bin-Hazardous waste (inclusive of 1removal)							
15.1	Supply and deliver of bins (once off costs)	1	EA					
15.2	Collection of bins (once off costs)	1	EA					
15.3	Rental of bins per month	24	months					
15.4	Removal of hazardous waste twice a year	4	times					
15.5	Disposal of waste	12	tons					
16	Capital Park Container Automotive and Business 1 x Super sucker							
16.1	Super sucker Liquid will be pumped twice a year +- 1000lt at a time	4	hours					
16.2	Disposal of liquid	4	Ton					
17	Pyramid South-R101 Hammanskraal road (inclusive of 1removal)							
17.1	Supply and deliver of bins (once off costs)	1	EA					
17.2	Collection of bins (once off costs)	1	EA					
17.3	Rental of bins per month	24	months					
17.4	Removal of waste (inclusive of 1 removal)	24	months					
18	Pyramid South Movement 2 x 6m3 bin Operations Pyramid South R101 Hammanskraal road							

18.1	Supply and deliver of bins (once off costs)	2	EA					
18.2	Collection of bins (once off costs)	2	EA					
18.3	Rental of bins per month	24	months					
18.4	Removal of waste (2 bins) (inclusive of 1 removal)	24	months					
19	Pyramid South CTC 1 x 6m3 bin Operations Pyramid South R101 Hammanskraal road							
19.1	Supply and deliver of bins (once off costs)	1	EA					
19.2	Collection of bins (once off costs)	1	EA					
19.3	Rental of bins per month	24	months					
19.4	Removal of waste (inclusive of 1 removal)	24	months					
20	Pyramid South Yard 1 x 6m3 bin Operations Pyramid South R101 Hammanskraal road							
20.1	Supply and deliver of bins (once off costs)	1	EA					
20.2	Collection of bins (once off costs)	1	EA					
20.3	Rental of bins per month	24	months					
20.4	Removal of waste (inclusive of 1 removal)	24	months					
21	Pyramid South Wagons 1 x 6m3 bin Operations Pyramid South R101 Hammanskraal road							
21.1	Supply and deliver of bins (once off costs)	1	EA					
21.2	Collection of bins (once off costs)	1	EA					
21.3	Rental of bins per month	24	months					
21.4	Removal of waste (inclusive of 1 removal)	24	months					
22	Brits: 1 x 6m3 bin Infra							

	Perway, Spoorweg road, Brits							
22.1	Supply and deliver of bins (once off costs)	1	EA					
22.2	Collection of bins (once off costs)	1	EA					
22.3	Rental of bins per month	24	months					
22.4	Removal of waste (inclusive of 1 removal)	24	months					
23	Pendoring: 1 x 6m3 bin Infra Perway, Spoorweg road, Pendoring							
23.1	Supply and deliver of bins (once off costs)	1	EA					
23.2	Collection of bins (once off costs)	1	EA					
23.3	Rental of bins per month	24	months					
23.4	Removal of waste (inclusive of 1 removal)	24	months					
							SUB TOTAL AMOUNT	
							VAT 14%	
							GROSS TOTAL AMOUNT	

Respondents are to complete the table below:

Notes to Pricing:

- Prices must be quoted in South African Rand, exclusive of VAT
- Prices quoted must be held valid until **31 August 2015**
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with This pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive
- 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.

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Section 4: QUOTATION FORM

I/We _____

[name of entity, company, close corporation or partnership]

of [full address]

carrying on business under style or title of [trading as] _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ [if any] and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Terms and Conditions of Agreement [Form ST&C – Services];
- (ii) General Bid Conditions – Services; and
- (iii) 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 in the letter of award, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding agreement between Transnet and me/us.

Should Transnet decide that a formal agreement should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding agreement between Transnet and me/us until the formal agreement is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal agreement if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any agreement resulting from this offer will be for a period of only. Furthermore, I/we agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFQ including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet Supplier Development and/or B-BBEE Improvement Plan

commitments. A penalty of up to 100 % of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set his off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the material terms of this RFQ, including those mentioned above, will constitute a material breach of agreement and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any agreement created by the acceptance of this RFQ. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any agreement which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to such agreement.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the agreement(s), the successful Respondent [the Respondent] will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Respondent and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period up to **31 August 2015** against this RFQ.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFQ is submitted.

- (i) Registration number of company / C.C. _____
- (ii) Registered name of company / C.C. _____
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

CONFIDENTIALITY

All information related to a subsequent agreement, both during and after completion, is to be treated with strict confidence. In this regard Respondents are required to complete and return a signed copy of Certificate of Acquaintance with the Non-Disclosure Agreement in Section 16. All information related to a subsequent agreement, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

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

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

RETURNABLE DOCUMENTS AND SCHEDULES

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

a) Mandatory Returnable Documents

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

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 3 : Pricing and Delivery Schedule	
SECTION 15: No compulsory briefing session to be conducted	
SECTION 18 : Clause by clause statement of compliance to project specification	
<ul style="list-style-type: none"> A valid letter of good standing with the Compensation Commissioner issued by the Department of Labour 	

b) Essential Returnable Documents

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 essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1 : Notice to Bidders	
SECTION 4 : Proposal Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
- Certified copies of the company's shareholding/directors portfolio	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement. Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFQ Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions – Services	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFQ Declaration Form	
SECTION 11 : Breach of Law Form	
SECTION 12: RFQ clarification request form	
SECTION 13 : Supplier Integrity Pact	
SECTION 14 : B-BBEE Preference Points Claim Form	
SECTION 16: Certificate of Acquaintance with Non-Disclosure Agreement	
SECTION 17 : Schedule of Plant and Equipment	
Additional documents required Registration of waste landfill Waste transporter certificate	

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.

The following documents are (*available on Transnet's website or upon request)

- 1 General Bid Conditions*
- 2 Master Agreement*
- 3 Supplier Integrity Pact*
- 4 Non-disclosure Agreement*
- 5 Vendor Application Form* and all supporting documents **(first time vendors only)**
- 6 E4E – Safety arrangements and Procedural compliance (Act 85 of 1993) and applicable regulations*
- 7 BBD8210 version 1 – E/7 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment*

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).

By signing these RFQ documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, 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.

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: _____

TELEPHONE: _____

CELL PHONE: _____

FACSIMILE: _____

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Section 5: SUPPLIER DECLARATION FORM

<i>Respondents are to furnish the following documentation and complete the Vendor Application Form below:</i>	
1. Original cancelled cheque OR letter from the Respondent's bank verifying banking details [with bank stamp]	
2. Certified copy of Identity Document(s) of Shareholders/Directors/Members [<i>where applicable</i>]	
3. Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
4. Certified copies of the company's shareholding/director's portfolio	
5. Original letterhead confirm physical and postal addresses	
6. Original valid SARS Tax Clearance Certificate [RSA entities only]	
7. Certified copy of VAT Registration Certificate [RSA entities only]	
8. A valid and original B-BBEE Verification Certificate / sworn affidavit or certified copy thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice; Certified copy of valid Company Registration Certificate [<i>if applicable</i>]	
Note: No agreement shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order	

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
How many years has your company been in business						
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Bank Name				Branch & Branch code		

Account Holder			Bank account number		
Postal Address					Code
Physical Address					Code
Contact Person					
Designation					
Telephone					
Email					
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million
Does Your Company Provide	Products		Services		Both
Area Of Delivery	National		Provincial		Local
Is Your Company A Public Or Private Entity			Public		Private
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No
Main Product Or Service Supplied (E.G.: Stationery/consulting)					
BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ			Permanent	Part time	
Transnet Contact Person					
Contact number					
Transnet operating division					
Duly Authorised To Sign For And On Behalf Of Firm / Organisation					
Name			Designation		
Signature			Date		
Stamp And Signature Of Commissioner Of Oath					
Name			Date		
Signature			Telephone		

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Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)

CAPACITY

SIGNATURE

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Quotation and any subsequent Agreement for the provision of Services. A List of those person(s) authorised to negotiate on behalf of the abovementioned entity (if not the authorised signatories) is also submitted along with this Quotation together with their contact details.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

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Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF ENTITY:

1. I/We _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Quotation.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this bid which I/we may have, before submitting the bid. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFQ; or
 - f) bidding with the intention not winning the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFQ relates.
9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND
PENDORING UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A
PERIOD OF 24 MONTHS**

**Section 8: CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS –
SERVICES**

[Appended hereto as Appendix (i)]

NAME OF ENTITY:

I/We _____
do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General
Bid Conditions - Services as received on _____ [insert date] from Transnet SOC Ltd for the
carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an
allegation that I/we overlooked any terms and conditions of the General Bid Conditions or failed to take it
into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire
General Bid Conditions as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND
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**Section 9: CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF
CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET**

[appended hereto as Appendix (ii)]

NAME OF ENTITY:

I/We

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms and Conditions of Contract as received on _____ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any Terms and Conditions of Contract or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We also note the obligations as set out in clause 19 [Terms and Conditions of Contract] of Transnet's General Bid Conditions [Appendix (i)] which reads as follows:

- 19.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead? Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND
PENDORING UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A
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Section 10: RFQ DECLARATION 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. 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;
4. 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
5. 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.
6. 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.
7. If such a relationship as indicated in paragraph 5 and/or 6 exists, the Respondent is to complete the following section:

Respondent's Signature

Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

8. 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.
9. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
10. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this ____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5, 000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5, 000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.
- Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

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**RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND
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Section 11: BREACH OF LAW

NAME OF ENTITY: _____

I/We _____

do 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.

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__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND
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Section 13: SUPPLIER INTEGRITY PACT

Transnet's Integrity Pact requires a commitment from Service Providers and Transnet that they will not engage in any:

- Corrupt and fraudulent practices;
- Anti-competitive practices; and
- Act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request.

NAME OF ENTITY:

I/We

do

hereby certify that I/we have acquainted myself/ourselves with all the documentation comprising the Transnet Integrity Pact. I/We agree to fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the Integrity Pact or failed to take it into account for the purpose of submitting my/our offer.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Transnet Integrity Pact as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND PENDORING UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF 24 MONTHS

Section 14: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

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

version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"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;
- 2.14 **"person"** includes reference to a juristic person;
- 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.
- 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 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

☐ Partnership/Joint Venture/Consortium

☐ One person business/sole propriety

☐ Close Corporations

☐ Company (Pty) Ltd

[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....

.....

.....

.....

(vi) Company Classification

☐ Manufacturer

☐ Supplier

☐ Professional Service Provider

☐ Other Service Providers, e.g. Transporter, etc

[TICK APPLICABLE BOX]

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

BID DECLARATION

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

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

WITNESSES:

1.

.....

SIGNATURE OF BIDDER

2.

.....

DATE:

COMPANY NAME:

ADDRESS:

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**Section 15: CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING AND SITE
INSPECTION /NOT APPLICABLE**

NO COMPULSORY BRIEFING SESSION/SITE INSPECTION APPLICABLE

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**RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND
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Section 16: CERTIFICATE OF ACQUAINTANCE WITH NON-DISCLOSURE AGREEMENT

I/We _____
do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Non-Disclosure Agreement [Appendix iv] for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Non-Disclosure Agreement or failed to take it into account for the purpose of submitting my/our bid.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Non-Disclosure Agreement as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

"PREVIEW COPY ONLY"

**RFQ FOR WASTE/REFUSE REMOVAL AT VARIOUS DEPOTS IN PRETORIA, BRITS AND
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Section 17: SCHEDULE OF PLANT, EQUIPMENT AND LABOUR

Schedule of major plant and equipment to be used in the execution of this agreement in terms of the Agreement
Conditions and specifications

(i) Plant immediately available/on order for work tendered for:

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

(ii) Plant to be acquired for the tendered for:

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Section 18: CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION

Clause Nr	Comply	Does Not Comply	Comments
1.1			
1.2			
1.3			
1.4			
1.5			
1.6			
1.7			
1.8			
1.9			
1.10			
1.11			
1.12			
1.13			
1.14			
1.15			
1.16.1			
1.16.2			