

ADVERT FOR REQUEST FOR QUOTATION

RFQ ERACES3157-18200

Transnet Freight Rail a Division of Transnet SOC Ltd. invites all interested parties to respond to a request for quotation (RFQ) as indicated below:

All RFQ's should be submitted on the appropriate RFQ forms and should be deposited in the tender box before 10h00 on the closing date of the tender/s.

If delivered by hand, the Tender submissions must be addressed to The Chairman Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road Parktown, Johannesburg, 2001.

RFQ documents may be obtained on and after **Thursday, 23 July 2015** at the Reception, Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg and will **only be** available until **15h00** on **Wednesday, 29 July 2015**.

The tender is free of charge.

For enquiries regarding collection of documents, contact Anton Erasmus, telephone No. 011 584-9231 or Morris Mhlongo telephone 011 584 9230

RFQ documents may be viewed from the website by clicking on the RFQ number that is highlighted in red on the website: (<http://www.transnetfreightrail.co.za/Website/tenders.html>)

RFQ NUMBER: ERACES3157-18200

SERVICES REQUIRED: FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT.

CLOSING DATE: 06-08-2015 (10H00)

A compulsory information briefing session will be conducted at Transnet Freight Rail, at 10h00 on the 30th July 2015, at 3rd Floor Jakaranda Boardroom, Nzasm Building, cnr no.6 Minnaar and Paul Kruger Street, Pretoria Central. Contact person for technical and directions: Mr Khamusi Phupheli tel:012 842 5117 cell: 083 275 7180:

- A Certificate of Attendance in the form set out in **Section 8** hereto must be completed and submitted with your Quotation as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.
- Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- The briefing session will start punctually at **10h00** and information will not be repeated for the benefit of Respondents arriving late.
- Reflective Jackets and Safety Shoes to be worn when visiting the site. Without the safety clothing, respondents won't be allowed at the various sites

For commercial enquiries contact: Edwin Senne

E-Mail: Edwin.senne@transnet.net

TEL: (012) 315 2137

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS: 0800 003 056

**FREIGHT RAIL**

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ]

RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

RFQ NUMBER	ERACES3157-18200
ISSUE DATE:	23 JULY 2015
CLOSING DATE:	6 AUGUST 2015
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	30 NOVEMBER 2015

SCHEDULE OF BID DOCUMENTS

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RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

Section 1: NOTICE TO BIDDERS

1 INVITATION TO BID

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

DESCRIPTION	For the cutting and clearing of long grass/shrubs, bushes, small trees and reeds underneath the optic fibre cable on the Koedoespoort district [the Services]
	This RFQ is issued free of charge.
INSPECT / COLLECT DOCUMENTS FROM	The office of the Transnet Freight Rail Advice Centre Inyanda House 1 Ground Floor 21 Wellington road Parktown Johannesburg
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 23 July 2015 until 29 July 2015
COMPULSORY/NON COMPULSORY BRIEFING SESSION	Yes Refer to paragraph 2 for details.
CLOSING DATE	10:00 on Thursday 6 August 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.
VALIDITY PERIOD	30 November 2015 Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

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

2 FORMAL BRIEFING

A compulsory pre-quotation RFQ briefing will be conducted at Transnet Freight Rail; at 10h00 on the 30 July 2015, 3rd Floor Jacaranda Boardroom Room, Nzasm Building, cnr no.6 Minnaar and Paul Kruger Street, Pretoria Central

[Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 A Certificate of Attendance in the form set out in **Section 8** hereto must be completed and submitted with your Quotation as proof of attendance.
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.

- 2.3 Respondents without a valid RFQ document but their company names appear on the tender collection list will be allowed to attend the meeting and it is entirely depended on them to obtain a valid RFQ document.

3 QUOTATION SUBMISSION

Quotations must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council
 RFQ No: **ERACES3157-18200**
 Description for cutting and clearing long grass/shrubs, bushes, small trees and weeds underneath the optic fibre cable on the Koedoespoort district.

Closing date and time: **6 August 2015**
 Closing address *[Refer to options in paragraph 4 below]*

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 must 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 must be addressed as follows:

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

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no 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 Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
 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.
- 4.4 No email or faxed 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.
- 4.6 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

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

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included); and therefore the 80/20 system shall be applicable.

Respondents are required to complete Section 7 [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.

5.1 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 7 [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.

5.2 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 than 25% [twenty-five percent] 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 sub-Contractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 7 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-Respondent/s.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted to **Edwin Senne** before **12:00, 3 days prior to closing date**, substantially in the form set out in Section 6 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 CONFIDENTIALITY

- 7.1 All information related to this RFQ is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from

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.

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.

8 INSTRUCTIONS FOR COMPLETING THE RFQ

- 8.1 Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 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.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFQ albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.**
- 8.5 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.
- 8.6 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.

9 COMPLIANCE

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

10 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 Quotations. In particular, please note that Transnet reserves the right to:

- 10.1 Modify the RFQ's Services and request Respondents to re-bid on any such changes;
- 10.2 Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 10.3 Disqualify Quotations submitted after the stated submission deadline [Closing Date];
- 10.4 Not necessarily accept the lowest priced Quotation or an alternative bid;
- 10.5 Reject all Quotations, if it so decides;
- 10.6 Withdraw the RFQ on good cause shown;
- 10.7 Award a contract in connection with this Quotation at any time after the RFQ's closing date;
- 10.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 Split the award of the contract between more than one Service Provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 Make no award of a contract;

- 10.11 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 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.

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 ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Transnet reserves the right to lower the threshold for Technical from 80% to 70% 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.

11 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, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056**

RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

Section 2: SCOPE OF REQUIREMENT

1. SCOPE OF WORK

This specification consists of the cutting and clearing of long grass/shrubs, bushes, small trees and reeds underneath the **OPTIC FIBRE cable** on the Koedoespoort district. This covers the cutting of vegetation, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the RFQ.

Failure to comply with the minimum performance proposed by the Respondent his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract. The Respondent must obtain his/her own information regarding the extent, occurrence, and the species of the vegetation over the work area. He/she must also determine the best method **to cut** the vegetation.

2 INTERPRETATIONS

Tenderers are invited to tender for each of the following sections of lines separately.

- a.) **Station / Km to Station / Km** (See Part C(Line code 91) of Schedule of quantities and prices);
- b.) **Station / Km to Station / Km** (See Part C(Line code 11) of Schedule of quantities and prices);
- c.) **Station / Km to Station / Km** (See Part C(Line code 82) of Schedule of quantities and prices);
- d.) **Station / Km to Station / Km** (See Part C(Line code 82) of Schedule of quantities and prices).
- e.) **Station / Km to Station / Km** (See Part C(Line code 20) of Schedule of quantities and prices).
- f.) **Station / Km to Station / Km** (See Part C(Line code 20) of Schedule of quantities and prices).
- g.) **Station / Km to Station / Km** (See Part C(Line code 23) of Schedule of quantities and prices).
- h.) **Station / Km to Station / Km** (See Part C(Line code 25) of Schedule of quantities and prices)
- i.) **Station / Km to Station / Km** (See Part C(Line code 26) of Schedule of quantities and prices)
- j.) **Station / Km to Station / Km** (See Part C(Line code 91) of Schedule of quantities and prices)

- k.) **Station / Km to Station / Km** (See Part C(Line code 82) of Schedule of quantities and prices

3 DESCRIPTION OF THE PROCESS

3.1 Grass/shrubs should be cut **less than (200) two hundred millimeters** above ground level and for a distance of (3) three meters on each side measured from the centre underneath the OPTIC FIBRE cable. This is a grass-cutting RFQ and **no other method** like the burning of grass/firebreaks or by means of treating the grass/shrubs with chemical herbicides will be allowed.

3.2. The grass/shrubs must be cut only where there is an OPTIC FIBRE cable. Should the Respondent cut where there is no OPTIC FIBRE cable, that portion will not be paid.

3.3. All dead materials from grass/shrubs must be removed from Transnet Property.

4 THE SITE

Sections to be cleared will be at the kilometer distances as per attached lists. If the OPTIC FIBRE cable exists that is not on the list, the Respondent must record the kilometer distance to the nearest meter from an existing kilometer or half-kilometer post on the daily site diary as describe under **Clause 6** to enable the Respondent to claim payment for that unlisted area.

The total working area has been calculated according to the occurrence of the OPTIC FIBRE cable in each section.

Access to the site will be via the Transnet service roads. The key for gates in the service road (where applicable) can be obtained from the Project Manager, but it must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.

No Transnet property like sleepers, rails, fencing, cables and ballast stone are to be removed from the site.

The repairs for any damages to the Transnet fencing/railway lines, Eskom power lines and Telkom will be for the Respondents account. The repair of damage should be arranged to be completed within one day. Alternatively these costs will be deducted from the tendered amount, and Transnet will arrange for the repair of the damage.

5 TO BE SUPPLIED BY THE RESPONDENT

The Respondents responsible to supply his own equipment, transport and labour, as well as all other equipment to be used on site. The Respondents responsible to use protective clothing and adhere to the safety rules and regulations of Act 85.

6 PROGRAM FOR THE EXECUTION OF THE WORK

The Respondent shall undertake the planning and programming of the entire grass cutting operation and shall submit the programme to the Project Manager's Deputy within 1 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her quotation before starting the work.

It will be expected of the Respondent to inform the Project Manager about his daily activities by means of a daily site diary handed in on a Monday for the previous weeks activities this information is required in order to inform the train personnel of activities adjacent to railway lines and are important for the safety of the Respondent and his personnel.

7 SAFETY

The Respondents reminded that working adjacent to railway lines is hazardous and has to be treated as such. Open fires are not allowed on site. Any fires that may occur should be distinguished immediately at own costs. Any claims due to fire caused by Respondent will be for his account.

The Respondents responsible to arrange for a sentinel who must be on constant lookout for trains and motor vehicles in both directions. When a train is approaching the sentinel must blow a whistle and make sure that no workers are on or near the railway line.

8 INSURANCE OF WORK

The Respondent shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the works.

The Respondent shall, in his interests, obtain insurance of his own site establishment, materials, plant, equipment and tools of insurance of his motor vehicles and the common law liabilities of the Respondent as an employer.

9 FINAL INSPECTION OF THE WORK

Inspection of the work will be done within seven working days after the Respondent has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory, a Certificate of Completion will be issued and the contract will be considered completed.

Working areas that do not comply with the conditions listed in **paragraph 10** will be considered as rejected.

10 MEASUREMENT AND PAYMENT

10.1 The areas are measured in square meters and an area that complies with the following standards of control will qualify for payment:

No growing shrubs/grass will be allowed within a square meter as described in **Clause 3.1** above and **any growth** exceeding the mentioned height of 200 millimetres will disqualify an area (m²) for payment.

10.2. All dead materials from trees/shrubs/grass have to be removed from the quarter (as described in **Clause 3.2** above).

10.3. Payment will be made within 30 days after certification of the Certificate of Completion. **No payment** will be made unless an overall control of 95 % measured against the total working quarters is achieved. The percentage of control will be calculated with the following formula:

$$\% \text{ Control} = \frac{\text{Total area (m}^2\text{)} - \text{Rejected area (m}^2\text{)}}{\text{Total area (m}^2\text{)}}$$

11 SUPPORTING SPECIFICATIONS

If applicable: Latest revisions of applicable SABS 1200 specifications and Transnet Circulars, Specifications and Guidelines for off-track maintenance as E5 (Maintenance), E7/1&2 and Transnet Freight Rail Manual for track maintenance 2000 as well as Environmental Management Plan for Rail Infrastructure Maintenance.

12 MINIMUM PLANT AND EQUIPMENT REQUIRED FOR TWO TEAMS

The respondent must have the following plant and equipment listed below in order to carry out the project.

- 12.1 2 x 1 ton light delivery vehicles
- 12.2 Brushcutters
- 12.3 Chainsaws
- 12.4 Knapsacks
- 12.5 Steel Rakes

13 LIST OF HERBICIDES FOR TREES REQUIRED

- 13.1 Herbicides for tree application (any mixture for tree stumps treatment)

14 HEALTH, RISK AND SAFETY PLAN REQUIRED

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

Part A: Health and safety Plan

14.1 SHE Management Structure

- 14.1.1 Health and Safety Representative (Section 17 of OHS Act).

14.2 Education and Training

- 14.2.1 Induction training
- 14.2.2 Site Specific Training.

14.3 Health and Safety Communications

- 14.3.1 Safety/Toolbox talks
- 14.3.2 Incidental Recall

14.4 Safe Working Procedures and Methods

14.4.1 Methods Statements

14.4.2 Safe Operating Procedures

14.4.3 Task and Job observations

14.5 Personal Protective Equipment and Clothing

14.5.1 PPE required after all other controls have been considered.

14.5.2 PPE proof of issue.

14.6 ENVIRONMENTAL MANAGEMENT PLAN

Part B. 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

14.6.1 Control of Dust

14.6.2 Soil Contamination.

"PREVIEW COPY ONLY"

15 ADDRESSES FOR TRANSNET OPERATION YARD**VARIOUS SITES IN THE DISTRICT OF KOEDOESPOORT**

OPTIC FIBRE SCHEDULE OF QUANTITIES					
Line	Area	Kilometer	Length	M	3m
91	Eerste Fabrieke to Rayton	19/47 - 38/99	19.74	19740	59220
11	Pyramid South to Lud	31/25 - 55/13	23.88	23880	71640
82	Pyramid to Bosman	0 - 25/167	25.167	25167	75501
82	Pyramid - Pyramid - Bon accord		20	20000	60000
20	Pyramid South to Dewildt	0 - 31/25	31.25	31250	93750
20	De wildt to Pendorring	39/19 - 53/63	14.44	14440	43320
23	Pendorring to Atlanta	0 - 40/42	40.42	40420	121260
25	Pendorring to Rustenburg	53.63 - 111/57	57.94	57940	173820
26	Rustenburg to Thabazimbi	111/57 - 248/97	137.4	137400	412200
91	Koedoespoort to Eesterfabrieke	10/85 - 20	10.85	10850	32550
82	Wolmerton to Akasia Boom	16/36 - 24	9.36	9360	28080
			390.447	390447	1171341

CONTACT PERSON FOR TECHNICAL ENQUIRIES**Mr. Khamusi Phupheli****Telephone (012 842 5117) or 083 275 7180****2 GREEN ECONOMY / CARBON FOOTPRINT**

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

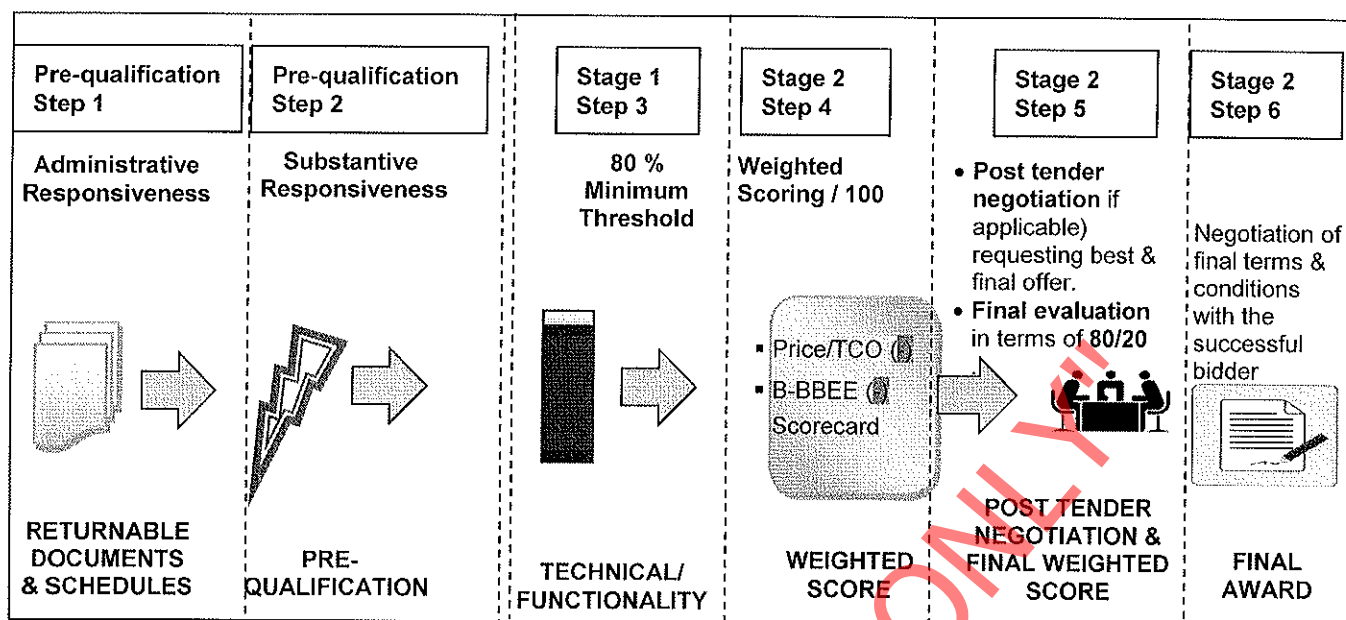
3 GENERAL SERVICE PROVIDER OBLIGATIONS

3.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

3.2 The Service Provider(s) must comply with the requirements stated in this RFQ.

4 EVALUATION METHODOLOGY

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



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stage(s).

4.1 PREQUALIFICATION STAGE ~ STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ 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 [where applicable] were completed and returned by the closing date and time ~ A valid letter of good standing issued by department of labour (essential returnable document) 	Section 4
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	Section 4, page 23 and 24

The test for administrative responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further pre-qualification

4.2 PRE-QUALIFICATION STAGE ~ 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
• Whether any general pre-qualification criteria set by Transnet, have been met	<i>Section 4</i>
• Whether the Bid contains a priced offer	<i>Section 3</i>
• Whether the Bid materially complies with the scope and/or specification given ~ A fully completed clause by clause statement of compliance to project specification (<i>Please complete section 10 in full available on page (41 to 41)</i>)	<i>All Sections</i>
~ Two valid Pest Control Operator (PCO) certificate in industrial weed control (two supervisors for two teams)	
• Whether the compulsory information briefing session was attended	<i>Section 1, paragraphs 2.1 & section 8</i>

The test for substantive responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further evaluation

4.3 STAGE 1 ~ STEP 3: Minimum Threshold 80% for Technical Criteria

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

Technical Criteria	% Weightings	RFQ Reference
• Compliance to project specification	60%	<i>Section 2 page 9-14</i>
• Health Risk and safety plan	20%	<i>Section 2 page 12-13</i>
• Experience	20%	<i>Section 2 page 24</i>
Total Weighting:	100%	
Minimum qualifying score required:	80	

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 One] must be met or exceeded for a Respondent's Quotation to progress to Stage Two for final evaluation

4.4 STAGE TWO ~ STEP 4: 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:

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

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
- 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 4.1 of the B-BBEE Preference Points Claim Form.

4.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	80

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

5 STAGE TWO ~ STEP 5: 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 80/20.

6 STAGE TWO ~ STEP 6: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s)

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman 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 abovementioned 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.

RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

CLOSING VENUE: As per Section 1, paragraph 4.1

CLOSING DATE: 16 July 2015

CLOSING TIME: 10h00

VALIDITY PERIOD: 30 NOVEMBER 2015

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

SCHEDULE OF WORK AND PRICES					
ITEM NO	DESCRIPTION	QUANTITY M2	UNIT	PRICE PER (M2)	TOTAL PRICE AMOUNT
1	Section 91: Eerste Fabrieke to Rayton				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to Scope of work	59 220	m ²		
2	Section 11 : Pyramid South to Lud				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to Scope of work	71 640	m ²		
3	Section 82: Pyramid to Pretoria Station				
	Cutting and removing vegetation from Transnet property under optic fibre cable	75 501	m ²		

Respondent's Signature

Date & Company Stamp

	according to Scope of work				
4	Section 82: Pyramid – Pyramid South to Bon Accord				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to scope of work	60 000	m ²		
5	Section 20 : Pyramid South to De-wildt				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to scope of work	93 750	m ²		
6	Section 20: De-Wildt to Pendoring				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to scope of work	43 320	m ²		
7	Section 23: Pendoring to Atlanta				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to scope of work	121 260	m ²		
8	Section 25: Pendoring to Rustenburg				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to scope of work	173 820	m ²		

Respondent's Signature

Date & Company Stamp

9	Section 26: Rustenburg to Thabazimbi				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to scope of work	412 200	m ²		
10	Section 91: Koedoespoort to Eerste Fabrieke				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to scope of work	32 550	m ²		
11	Section 82: Wolmerton to Akasia Boom				
	Cutting and removing vegetation from Transnet property under optic fibre cable according to scope of work	28 080	m ²		
				SUBTOTAL	
				VAT @14%	
				GROSS TOTAL AMOUNT (INCLUSIVE)	

PLEASE INDICATE DELIVERY PERIOD (TIMEFRAME) BELOW:

LEAD TIME FROM THE DATE OF PURCHASE ORDER: _____
[days/weeks/months]

Respondent's Signature

Date & Company Stamp

Notes to Pricing:

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- c) 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.
- d) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

YES	
------------	--

1 DISCLOSURE OF PRICES TENDERED

- 1.1 Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

YES	
------------	--

NO	
-----------	--

2 SERVICE LEVELS

- 2.1 An experienced 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.
- 2.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 2.3 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.
- 2.4 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 with quality/quantity/specifications
 - b) On-time delivery
- 2.5 The Service provider must provide a telephone number for customer service calls.
- 2.6 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] calendar days' notice to the Service provider of its intention to do so.

Respondent's Signature

Date & Company Stamp

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

3 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 Service provider, in relation to:

3.1 Quality and specification of Services delivered:

3.2 Continuity of supply:

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

Respondent's Signature

Date & Company Stamp

RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

Section 4: QUOTATION FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating 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, dated _____ to enter into, sign execute and complete any documents relating to this Quotation and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFQ documents.

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

- (i) Master Agreement;
- (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/intent, 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.

Should Transnet decide that a formal contract 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

Respondent's Signature

Date & Company Stamp

correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract 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 contract 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 contract resulting from this offer will be for a period of **2 months only**.

Furthermore, I/we agree to a penalty clause/s 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 Services 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 this 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 contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract 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 contract 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 contract.

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 contract(s), the successful Respondent [the Service provider] will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Service provider 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 **30 November 2015** against this RFQ.

Respondent's Signature

Date & Company Stamp

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)
- _____
- _____
- _____

RETURNABLE DOCUMENTS

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 tender 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 3 : Pricing and Delivery Schedule	
SECTION 8 : Certificate of attendance of compulsory RFQ Briefing session	
SECTION 10: Clause by clause statement of compliance to project specification	
Two valid Pest Control Operator certificate in industrial weed (Two supervisors for two teams)	

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:

Respondent's Signature

Date & Company Stamp

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4 : Quotation Form and List of Returnable documents	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. 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	
- 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	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFQ Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	
SECTION 9 : Schedule of Plant and Equipment	
A valid letter of good standing with the Compensation Commissioner issued by the Department of Labour	

c) Additional Documents

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Quotations the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
Work program schedule (Respondents must submit with their tenders work program)	

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.

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, 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.

Respondent's Signature

Date & Company Stamp

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

- 1 General Bid Conditions*
- 2 Master Agreement*
- 3 Supplier Integrity Pact*
- 4 Non-disclosure Agreement*
- 5 Specifications and drawings included in this RFQ
- 6 Vendor Application Form* and all supporting documents (first time vendors only)
- 7 C4E – Safety arrangements and Procedural compliance (Act 85 of 1993) and applicable regulations*
- 8 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).

***(available on Transnet's website or upon request)**

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

TELEPHONE: _____

DESIGNATION: _____

CELL PHONE: _____

FACSIMILE: _____

Respondent's Signature

Date & Company Stamp

RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

Section 5: RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
10. 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.
11. 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.

BREACH OF LAW

12. We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) **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

REQUEST FOR RFQ CLARIFICATION

"PREVIEW COPY"

RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

Section 7: 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 Respondent 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 Respondent's assigning or leasing or making out work to, or employing another person to support such primary Respondent 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 RFQ 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.

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 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 **As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.**
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification

- certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended sub-Contractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that In terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or 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 sub-contractor.....
- (iii) The B-BBEE status level of the sub-contract.....
- (iv) Is the sub-contractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....

(iii) Company registration number.....

(iv) Type of Company / Firm [TICK APPLICABLE BOX]

☐ Partnership/Joint Venture/Consortium

☐ One person business/sole propriety

☐ Close Corporations

☐ Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

(vi) Company Classification [TICK APPLICABLE BOX]

☐ Manufacturer

☐ Supplier

☐ Professional Service Provider

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

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

BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the Respondent 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 Respondent, 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 altcrum partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

"PREVIEW COPY ONLY"

RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

Section 8: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on
_____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

Section 9: SCHEDULE OF PLANT AND EQUIPMENT

Schedule of plant and equipment to be used in the execution of this agreement in terms of the Master Agreement. The respondent must state which plant is immediately available and which will be ordered for.

- (i) **Plant immediately available for work tendered for:**

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

- (iii) **Plant to be acquired for the work tendered for:**

RFQ FOR THE CUTTING AND CLEARING OF LONG GRASS/SHRUBS, BUSHES, SMALL TREES AND REEDS UNDERNEATH THE OPTIC FIBRE CABLE ON THE KOEDOESPOORT DISTRICT

Section 10: CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION

Clause Nr	Complete Yes/comply please do not tick	Complete No/ do not comply please do not tick	Comments for non-compliance to project specification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Respondent's Signature

Date & Company Stamp