



## **TRANSNET FREIGHT RAIL**

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

### **REQUEST FOR QUOTATION [RFQ]**

**FOR THE PROVISION / BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE**

**RFQ NUMBER** ERAC NS2987 17196  
**ISSUE DATE:** 15 APRIL 2015  
**CLOSING DATE:** 5 MAY 2015  
**CLOSING TIME:** 10:00  
**BID VALIDITY PERIOD:** 28 JULY 2015

## SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1 : NOTICE TO BIDDERS .....	3
1 INVITATION TO BID.....	3
2 FORMAL BRIEFING.....	4
3 QUOTATION SUBMISSION .....	4
4 DELIVERY INSTRUCTIONS FOR RFQ.....	4
5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS.....	5
6 COMMUNICATION.....	6
7 CONFIDENTIALITY.....	7
8 INSTRUCTIONS FOR COMPLETING THE RFQ.....	7
9 COMPLIANCE.....	7
10 DISCLAIMERS.....	7
11 LEGAL REVIEW .....	8
SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS .....	9
1 SCOPE OF REQUIREMENTS.....	9
2 PROJECT SPECIFICATION.....	14
3 GREEN ECONOMY .....	19
4 GENERAL SERVICE PROVIDER OBLIGATIONS.....	20
5 EVALUATION METHODOLOGY.....	21
SECTION 3 : PRICING AND DELIVERY SCHEDULE.....	25
1 DISCLOSURE OF PRICES RFQED .....	26
2 SERVICE LEVELS.....	26
3 RISK .....	26
4 REFERENCES.....	27
5 FINANCIAL STABILITY.....	28
SECTION 4 : QUOTATION FORM AND LIST OF RETURNABLE DOCUMENTS.....	29
SECTION 5 : RFQ DECLARATION AND BREACH OF LAW FORM .....	34
SECTION 6 : RFQ CLARIFICATION REQUEST FORM .....	36
SECTION 7 : B-BBEE PREFERENCE POINTS CLAIM FORM .....	37
SECTION 8 : CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING .....	43
SECTION 9 : SCHEDULE OF PLANT AND EQUIPMENT.....	44
SECTION 10 : CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE FORM.....	44

Respondent's Signature

Date & Company Stamp

**FOR THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE**

### 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**].

<b>DESCRIPTION</b>	For the provision and burning of fire breaks on Transnet Freight Rail property along the right of way (rail reserve) between the boundary fences from Soekmekaar to Bandelierkop, Koper to Groenbult, Nirvanna to Naboomspruit, Hammanskraal to Vasfontein and Letsitele to Gravelotte as well as bush clearing under the control of the Depot Engineer, Polokwane. <b>[the Services]</b>
<b>BID FEE AND BANKING DETAILS</b>	<b>This RFQ is issued free of charge.</b>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	The office of the Transnet Freight Rail Advice Centre Inyanda House 1 Ground Floor 21 Wellington road Parktown Johannesburg
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	Between 09:00 and 15:00 from 15 April 2015 until 214 April 2015.
<b>COMPULSORY/NON COMPULSORY BRIEFING SESSION</b>	Yes Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<b>10:00 on Tuesday 5<sup>th</sup> May 2015</b> 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.
<b>VALIDITY PERIOD</b>	<b>28 July 2015</b> 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.

Respondent's Signature

Date & Company Stamp

## 2 FORMAL BRIEFING

A compulsory pre-quotation RFQ briefing will be conducted in the Infra boardroom at the Depot Engineer's office, Rail Network, c/o Hospital and Church Streets (behind GAME) Polokwane on Wednesday, the 22 April 2015, at 10h00 for a period of ± 60 minutes. [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 in their possession will not be allowed to attend the RFQ briefing.
- 2.4 Respondents to bring their safety boots and reflective vests as various operational sites will be visited after the briefing session.

## 3 QUOTATION SUBMISSION

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

The Secretariat, Transnet Acquisition Council	
RFQ No:	ERAC NS2987-17196
Description	For the provision / burning of fire breaks on Transnet Freight Rail property along the right of way (rail reserve) between the boundary fences from Soekmekaar to Bandelierkop, Koper to Groenbult, Nirvana to Naboomspruit, Hammanskraal to Vasfontein and Letsitele to Gravelotte as well as bush clearing under the control of the Depot Engineer, Polokwane.
Closing date and time:	5 <sup>th</sup> May 2015
Closing address	<i>[Refer to 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 must be deposited in the Transnet RFQ 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  
 RFQ BOX  
 INYANDA HOUSE 1  
 21 WELLINGTON ROAD  
 PARKTOWN  
 JOHANNESBURG  
 2001

- a) The measurements of the "RFQ 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 RFQ 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 BBEE 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 to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** 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 Facilitators<sup>1</sup>.

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 subcontractor 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 Yvonne Scannell 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](mailto: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

<sup>1</sup> 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.

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 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;

Respondent's Signature

Date & Company Stamp

- 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-RFQ 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 60% to 50% 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**



**Section 2:**

RFQ FOR THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE

**1.1 SCOPE OF REQUIREMENTS****1.1.1 SCOPE OF WORK**

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

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

1.1.1.3 The Respondent shall obtain his/her own information regarding species, occurrence and extent of vegetation in the area and topography where firebreaks are to be provided in order to comply with the required standards.

**1.1.2 SUFFICIENCY OF RFQ**

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

1.1.2.2 A briefing session/Site Inspection Certificate (Section 8) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the RFQ, and the submission thereof will be deemed to indicate the Respondent's acquaintance with the occurrence and extent of species of vegetation and topography of the area / areas where firebreaks are to be provided and all aspects that will and/or may affect such provision and costs thereof.

**1.1.3. DURATION OF CONTRACT**

The work provides for the preparation and burning of firebreaks over a period of approximately three months commencing on the date of notification of acceptance of RFQ with Transnet Freight Rail and completed before or on **31 July 2015** of the specific year.

**1.1.4. COMPLIANCE WITH STATUTES**

1.1.4.1 The Respondent's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The National Environmental Management Act (Act 107 of 1998).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.

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

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

- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)
- j) Rules of relevant fire Protection Association.

1.1.4.2 ~~The Respondent's authorised representative on site shall be a registered Pest Control Operator, specialising in the field of weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.~~

#### 1.1.5 **GENERAL**

Respondents are required to RFQ for all the areas quoted in the Schedule of Quantities and Prices, if possible. Transnet Freight Rail may conclude one or more contracts as a result of this RFQ.

#### 1.1.6 **GUARANTEES**

- 1.1.6.1 No security bond is required.
- 1.1.6.2 Retention money will not be deducted from payments.

#### 1.1.7. **TO BE PROVIDED BY TRANSNET FREIGHT RAIL**

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

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

1.1.7.2 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Technical Officer shall be given timeous notice (4 calendar weeks) of the Respondent's intention to inspect.

#### 1.1.8. **CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL**

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

#### 1.1.9. **TO BE PROVIDED BY THE RESPONDENT**

- 1.1.9.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Respondent shall provide all accommodation and toilet facilities for his/her employees.
- 1.1.9.2 The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.
- 1.1.9.3 The Respondent shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. The personnel of the Respondent shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue and preferably bear the name of the Respondent's company. Should the Respondent wish to use another colour this must first be clear with the Technical Officer or his/her deputy.

Respondent's Signature

Date & Company Stamp

- 1.1.9.4 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Respondent and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.
- 1.1.9.5 The Respondent shall make available employees to be trained, certificated and used as lookouts / sentries when required. The training shall be done at no charge to the Respondent.

- 1.1.9.6 The Respondent must provide proof of the following recent (not older than 6 months) training course / qualifications of personnel which would be performing this work on Transnet Freight Rail Property:

Principle Respondent / Respondents Site Supervisor and all Sub-Respondents

- Basic Fire Fighting Training Course
- Crew Leader Training Course
- Proto teams Training Course
- Fire Boss Training Course

Workers

- Basic Fire Fighting Training Course

The training, as described above, of Respondent's personnel will be for his / her own account.

- 1.1.9.7 The following is regarded as the minimum requirements pertaining to Personal Protective Equipment (PPE) to be worn by all personnel performing this work on Transnet Freight Rail Property:

- Leather Boots (without steel tips)
- Leather Gloves
- Balaclavas
- Firefighting helmet
- T-Shirt
- 100% Cotton overall

No outer worn or visible item of clothing may not be any shade of Amber / Orange, Red or Green.

- 1.1.9.8 The following is regarded as the minimum equipment the Respondent will have on site for the entire period while making fire breaks on Transnet Freight Rail property. Proof must be provided that all equipment will be operational, ready and available at the start of the contract and for the duration of the contract.

Minimum equipment per team / worksite

- |   |                      |
|---|----------------------|
| • Bakkie Sakkie minimum water capacity 500lt (on 4 x 4 vehicle) | 2                    |
| • Water tanker min water capacity 1,000 liter                   | 1                    |
| • Bulk Water Supply tanker min water capacity = 10,000 liter    | 2                    |
| • Rake / Hoes   | 1 per 1 team members |
| • Beaters   | 1 per team member    |
| • Knapsacks min capacity 15 liter                               | 1 per 2 team         |

• Drip Torch	1 per team
• Cell Phone	1 per team
• Hand Held Radio (portable)	2 per team
• First Aid Kit	1 per team
• Fire Fighters – team consisting of not less than	15 persons
• Crew Leader / Fire Boss / Supervisor	1 per team
• Portable Wind speed meter	1 per team
• Mobile weather station	1 per team
• Hand held weather reading device which can accurately measure wind speed, relative humidity, temperature and Barometric pressure per team.	1 per team
• Brush cutters, chain saws	1 per team

#### 1.1.10. SCHEDULE OF QUANTITIES AND PRICES

1.1.10.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Respondent shall submit with his/her RFQ a complete and detailed priced schedule for the Works.

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

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

1.1.10.4 The short descriptions of the items in the schedule are for identification purposes only. The Transnet General RFQ Conditions together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Respondent in the Schedule of Quantities and Prices.

#### 1.1.11 CONTRACT PRICE ADJUSTMENT FORMULA

1.1.11.1 This contract will not be subjected to price adjustment and / or escalation.

#### 1.1.12. EVALUATION OF RFQ

1.1.12.1 Respondents may submit alternatives to the methods of firebreaks provision described herein. Such alternatives as well as the materials, methods which the Respondent propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of RFQs.

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

#### 1.1.13. SITE MEETINGS

1.1.13.1 The Respondent shall attend site meetings when required. These meetings will be held under the chairmanship of the

Respondent's Signature

Date & Company Stamp

Technical Officer or his/her deputy. When sub-Respondents are required to attend, the Respondent shall ensure their attendance.

1.1.14. **SITE BOOKS**

1.1.14.1 A Site Instruction book with triplicate pages shall be provided by the Respondent, such a book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

1.1.14.2 The site diary shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Respondent and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary will not be considered.

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

1.1.14.4 Only persons authorised in writing by the Technical Officer or Respondent may make entries in the site books.

1.1.14.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Site Book".

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

1.1.15. **INFORMATION TO BE PROVIDED WITH RFQ**

1.1.15.1 The Respondent shall submit the following information at the time of tendering:

Full description:

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

1.1.15.2 Whether the Respondent intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

1.1.15.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate. (Section 8)

1.1.15.4 The Schedule of Quantities and Prices must be completed in full.

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

Respondent's Signature

Date & Company Stamp

1.1.15.6 The Respondent shall not depart from the minimum procedures or material usage tendered, without approval from the Technical Officer.

1.1.16. **PENALTIES FOR LATE COMPLETION**

1.1.16.1 The provisions pertaining to "penalties for late completion" shall not apply to this contract.

"PREVIEW COPY"

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

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

RFQ No. ERAC NS2987 17196: THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERSKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE

## 1.2 PROJECT SPECIFICATION FOR FIREBREAKS

### 1.2.1 SCOPE

1.2.1.1 The scope of the work consists of the provision of firebreaks on Transnet Freight Rail property along the rail right of way between the boundary fences in the following sections, as per attached schedule of quantities:

- Soekmekaar to Bandelierskop
- Koper to Groenbult
- Nirvana to Naboomspruit
- Letsitele to Gravelotte
- Hammanskraal to Vasfontein

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

1.2.1.3 The essence of the contract is that Transnet Freight Rail requires the provision of firebreaks on Transnet Freight Rail property.

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

1.2.1.3.2 Failure to comply with the minimum performance proposed by the Respondent in his/her RFQ may form the basis for non-payment for work done.

1.2.1.4 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 provide these fire breaks.

### 1.2.2. DEFINITIONS

#### 1.2.2.1 FIRE BREAKS

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

#### 1.2.2.2 TRACER LINES

Tracer lines are narrow strips ( $\pm 1\text{m}$  wide) of vegetation that has been chemically treated and then burnt to indicate the outer boundaries of the firebreaks. Tracer lines are prepared when the adjoining vegetation is still actively growing.

1.2.2.2.1 Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbour emplacement. Yards and loops start at the clearance mark of the facing points.

1.2.2.2.2 Depots/areas are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, buildings, access roads, railway tracks and dumping areas within the railway reserve.

**This may also include radio masts, signal equipment, relay stations and electrical sub-stations and other specified areas outside the railway reserves.**

### 1.2.2.3 WORKLOTS

A Worklot is a subdivision of any area on which the Respondent shall provide fire breaks.

- In all cases the size of a worklot will be 2500m<sup>2</sup>. (250m long x 10m wide)(8 worklots = 1km)
- Worklots are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 2500 square meters.
- In yards, depots/areas worklots may be irregular in shape. For inspection and payment purposes, worklots shall be physically measured where necessary. In such instances the Technical Supervisor's or his / her Deputy shall decide in advance and advise the Respondent accordingly, of the method of measurement to be adopted in any particular area.
- Worklots will normally be measured parallel to the main direction of the fence or track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area. There will be eight "Worklots" per kilometer – 4 on the left side of the track and 4 on the right side of the track.

### 1.2.3. METHOD OF PROVIDING FIRE BREAKS

1.2.3.1 The Respondent's methods and program shall provide rapid and effective provision of fire breaks in all areas, but particularly building surrounds, staked cable routes, level crossings, shunting yards and approaches to stations. Techniques, programming and methods employed shall therefore be directed at this aim. The Respondent shall carry out immediate treatment of growth in all instances where rapid and effective firebreak provision is not achieved during any period of the contract.

1.2.3.2 Slashing of burnt material to below the height specified in 1.2.4.1 will be permitted.

1.2.3.3 Firebreak provision in terms of the contract will normally be required in respect of yards, depot, Transnet Freight Rail right of way and ancillary areas, where applicable. The methods employed are as specified by the Respondent per Part 1.1.15.1 and are subject to the approval of, and monitoring by the Technical Officer. Fire break provision methods shall, however, be entirely in accordance with the local Fire Protection Association rules / Local Authority by laws and or National Legislation specifications and recommendations for safe and effective fire breaks.

1.2.3.4 Prior to making firebreaks electrical / signal installations must be protected by making minor firebreaks around such installations and or equipment. The Technical Officer will point out such installations and or equipment.

1.2.3.5 The making of firebreaks will not take place:

- if the wind speed exceeds 30 km/h
- and or if the daily Fire Danger Index (FDI), 10h00 reading and 14h00 reading exceeds the acceptable norm as proposed by the local Fire Protection Officer of the FPA where firebreaks are being provided
- or if a Prohibition Notices has been issued by the Government Department acting as custodian of the National

Respondent's Signature

Date & Company Stamp



Veld and Forest Fire Act, Provincial Disaster Management, District Municipality, local Municipality or any other competent authority.

- On both side of the track at the same time.

1.2.3.6 No firebreaks may be made if the Respondent is not possession of a written daily burning permit received from the local Fire Protection Officer of the relevant Fire Protection Association. The Respondent will be responsible to obtain the daily burning permit.

1.2.3.7 The Respondent will be permitted to work outside normal working hours provided the Technical Officer has been notified at least three working days prior to such working. No firebreaks will be made after 12h00 on a Friday until 05h00 the following Monday or after 12h00 on the weekday preceding a Public Holiday until the 05h00 on the workday following such a public Holiday.

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

#### **1.2.4. STANDARDS OF WORKMANSHIP**

1.2.4.1 Standard of firebreaks shall be such that:

- it is wide enough but not less than 10 meters, property dimensions permitting, measured inward from both boundary fences and long enough to have a reasonable chance of preventing a veldfire from spreading to or from adjoining property, and
- in station areas the width will not be less than 10 meter, property dimensions permitting, measured inward from both boundary fences
- it does not cause soil erosion; and
- it is reasonably free of combustible material capable of carrying a veldfires across it.
- There is no grass or combustible material dry material taller than 150mm present.

No flare up of flames may take place. The Respondent shall indicate in his / her RFQ document steps to be implemented by him / her to prevent flare ups and the modus operandi that will be followed to deal with any flare up that do occur. The procedure shall include at least the following:

- Mopping Up: The entire fire line must be adequately contained. All smouldering embers must be extinguished with water.
- A minimum fire line 1.5m wide must be created along the entire perimeter of the burn along the Transnet Boundary and that of the adjoining property.
- A minimum of 2 fire fighters with knapsacks and at least 40l of water per member must maintain the site for 24 hours after the burn. Each fire fighter must also have a beater at his disposal.
- In the cases where areas consist of heavy fuels the teams must be increased to 4 members.
- The mopping up team must be visited twice a day by the fire team.
- This presence must be in place for duration of 48 hours after burning a specific section.
- While burning fire breaks on Transnet Freight Rail property the Respondent, equipment and his / her workers will not vacate the geographical area of the depot to combat possible flare ups due to the arising from their activities

Respondent's Signature

Date & Company Stamp

**1.2.5. PROGRAMME OF WORK**

- 1.2.5.1 The Respondent shall undertake the planning and programming of the entire firebreaks provision operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her RFQ or the commencement of the annual burning season as the case may be.
- 1.2.5.2 The particulars to be provided in respect of the Respondent's tracer lines, minor fire breaks around electrical and or signal installations and firebreaks provision operation shall include but not be limited to the following:
- 1.2.5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be were fire breaks are to be provided in the contract area,
- 1.2.5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards required in terms of the contract,
- 1.2.5.3 In addition to the initial programme provided for in terms of 1.2.5.1. The Respondent shall submit daily working programs to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Respondent will be working each day of the week. Failure by the Respondent to submit a daily programme and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Respondent's performance, may result in payment for such work being withheld.

**1.2.6. PERFORMANCE MONITORING AND EVALUATION**

- 1.2.6.1 The Respondent shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful results achieved over areas of completed. He/she shall immediately take appropriate remedial action in areas where the specified standards are not achieved.
- 1.2.6.2 The Technical Officer shall at any time during the programme periods carry out inspections of the Respondent's performance methods and procedures.
- 1.2.6.3 ~~The Technical Officer will during fire breaks programme carry out two official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Respondent shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.~~
- 1.2.6.3.1 ~~The first inspection shall be done after completion of the tracer lines and minor firebreaks around equipment and installations and after he has notified the Technical Officer that he/she has inspected the work and that the work has been completed.~~
- 1.2.6.3.2 ~~The second and final inspection of the season will be carried out after completion of the Respondent's firebreaks programme and after he/she has notified the Technical Officer that he/she has inspected the work and that all firebreaks are in place. This inspection may be brought forward.~~
- 1.2.6.3.3 ~~During the final inspection the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot".~~
- 1.2.6.4 The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection in that particular year. The rejection by the Technical Officer of work performance may be contested by the Respondent only at the time and place of rejection. The rejection of a worklot at the final

inspection shall remain final for payment purposes, notwithstanding the fact that the Respondent may execute further remedial work in order to achieve control at further and final inspections.

- 1.2.6.5 In the case where the Technical Officer and the Respondent fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Respondent shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Standard Terms and Conditions of Contract – Services. (January 2014)

**1.2.7. REMEDIAL WORK**

- 1.2.7.1 The Respondent shall carry out remedial work to all worklots where the standards of workmanship has not been achieved, prior to the official inspections in terms of clause 2.6 taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a fire hazard to Transnet Freight Rail Operations or adjoining property.

- 1.2.7.2 Slashing of burnt vegetation will be allowed on its own as a remedial action.

- 1.2.7.3 The Respondent shall carry out repair to any fence damage by him / her during the making of fire breaks.

- 1.2.7.4 Fire may be used as a method of to provide fire breaks or as a method of remedial action.

**1.2.8. DAMAGE TO FAUNA AND FLORA AND TRANSNET ASSETS**

- 1.2.8.1 The Respondent shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the work area.

- 1.2.8.2 The Respondent shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Respondent shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

- 1.2.8.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants. The Respondent shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works. Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

- 1.2.8.4 The Respondent shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

- 1.2.8.5 Damage to Transnet assets by the Respondent, such as to boundary fences, shall be repaired by the Respondent on a daily basis as and when damage took place.

**1.2.9. MEASUREMENT AND PAYMENT**

- 1.2.9.1 Payment will be based on the numbers of worklots where fire breaks was provided as instructed by the Technical Officer and to which the Respondent has achieved the standard as defined in clause 2.2.4.1.

- 1.2.9.2 No payment will be made for rejected worklots where the standards achieved does not meet the standards

Respondent's Signature

Date & Company Stamp

specified.

- 1.2.9.3 Measurement and payment for the work completed will be made in two stages as follows:
- 1.2.9.3.1 ~~After completion of the tracer lines and minor firebreaks of the entire contract area the Technical Officer or his deputy and the Respondent will measure the work performed. The Respondent will thereafter receive payment at 20% of the rates tendered for all of the completed work.~~
- 1.2.9.3.2 A measurement and evaluation will be made for the first official inspection conducted in accordance with clause 1.2.6.3.2. The Respondent will thereafter receive payment at 100% of the rates tendered for all work where standards as specified have been achieved.
- 1.2.9.3.3 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Respondent costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Respondent's profit, for all delay and consequential costs and for everything of whatever nature required of the Respondent for completion of the work included in the Contract.

## 2 **GREEN ECONOMY / CARBON FOOTPRINT**

- 2.1 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.

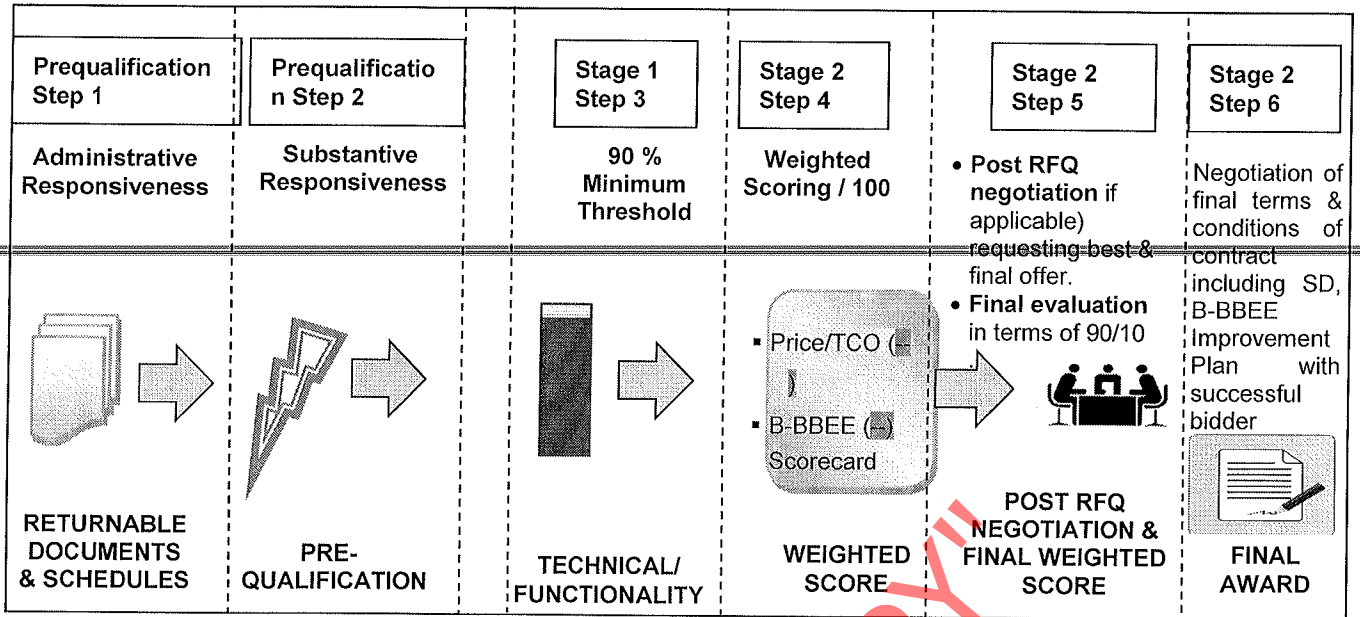
"PREVIEW COPY"

Respondent's Signature

Date & Company Stamp

**5 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).

**5.1 PREQUALIFICATION STAGE ~ STEP ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

<b>Administrative responsiveness check</b>	<b>RFQ Reference</b>
<ul style="list-style-type: none"> <li>• Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>• Whether all 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.</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>• Verify the validity of all returnable documents</li> </ul>	<i>Section 4, page 26 and 27</i>

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

**5.2 PREQUALIFICATION STAGE ~ STEP TWO: Test for Substantive Responsiveness to RFQ**

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

<b>Check for substantive responsiveness</b>	<b>RFQ Reference</b>
<ul style="list-style-type: none"> <li>• Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>• Whether the Bid contains a priced offer</li> </ul>	<i>Section 3</i>

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>~ A fully completed clause by clause statement of compliance to the special conditions and the project specification.</li> <li>~ Principal Contractor (The following certificates to be provided not older than six months). <ul style="list-style-type: none"> <li>Basic firefighting training course</li> <li>Crew leader training course</li> </ul> </li> </ul>	<i>Section 10</i>  <i>Section 2 (Part A &amp; B)</i>
<ul style="list-style-type: none"> <li>Proto teams training course</li> <li>Fire boss training course</li> </ul> <p>Workers:</p> <ul style="list-style-type: none"> <li>Basic firefighting training course in respect of each member</li> </ul>	
<ul style="list-style-type: none"> <li>Whether the compulsory information briefing session was attended</li> </ul>	<i>Section 1, paragraphs 2.1 &amp; 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***

### 5.3 STAGE 1 ~ STEP 3: Minimum Threshold 90% 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"> <li>Technical capacity (Plant and Equipment)</li> </ul>	100 %	<i>Section 2 paragraph 2.16</i>
<b>Total Weighting:</b>	<b>100%</b>	
<b>Minimum qualifying score required:</b>	90	

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***

### 5.4 STAGE TWO ~ STEP 4: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 3

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

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 10 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.

**5.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Percentage [%]
Technical / functionality	90

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

**6 STAGE TWO ~ STEP 5: Post RFQ Negotiations (if applicable)**

Transnet reserves the right to conduct post RFQ negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post RFQ 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 90/10.

**7 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](http://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](mailto: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.**

"PREVIEW COPY"

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

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



RFQ No. ERAC NS2987 17196: THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE

Section 3: SCHEDULE OF QUANTITIES AND PRICES

Respondents are required to complete the table below:

ITEM	DESCRIPTION	Unit	Quantity	Rate	Total price
1	Create fire breaks by burning the grass within the reserve between Soekmekaar to Bandelierkop and Koper to Groenbult (at least 10m per track side, no maximum per track side)	Km	65		
2	Create fire breaks by burning the grass within the reserve between Nirvana to Naboomspruit (at least 10m per track side, no maximum per track side)	Km	107		
3	Create fire breaks by burning the grass within the reserve between Hammanskraal to Vasfontein (at least 10m per track side, no maximum per track side)	Km	20		
4	Create fire breaks by burning the grass within the reserve between Letsitele and Gravelotte (at least 10m per track side, no maximum per track side)	Km	35		
5	Bush clearing (shrubs not longer than 6m long) for a 4m wide x 120km strip along the railway line)	Km	120		
Total (Excl. VAT)					
VAT @ 14%					
Total (Including VAT)					

**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.

Respondent's Signature

Date & Company Stamp

- 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. (Note: 8 worklots = 1km)
- 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]

<b>YES</b>	
------------	--

**1 DISCLOSURE OF PRICES RFQED**

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

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

**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.

**Acceptance of Service Levels:**

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

**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:

Respondent's Signature

Date & Company Stamp

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:**

---



---



---

**4 REFERENCES**

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

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

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

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

**5 FINANCIAL STABILITY**

Respondents are required to submit their latest audited financial statements for the past 3 years with their Quotation in order to enable Transnet to establish financial stability.

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: \_\_\_\_\_

"PREVIEW COPY"

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

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

RFQ No. ERAC NS2987 17196: THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE.

**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 RFQ 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 maximum period of three months only.~~

#### 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 **28 July 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)

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

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

**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 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 3 : Pricing and Delivery Schedule	
SECTION 8 : Certificate of attendance of compulsory RFQ Briefing session	
SECTION 10: Clause by clause statement of compliance to SECTION 2 of this RFQ	
A Valid letter of Good Standing issued by the Department of Labour	
The following certificates not older than six months to be submitted with this RFQ: Principal Contractor: <ul style="list-style-type: none"> <li>• Basic firefighting training course</li> <li>• Crew leader training course</li> <li>• Proto teams training course</li> <li>• Fire boss training course</li> </ul> Workers: <ul style="list-style-type: none"> <li>• Basic firefighting training course in respect of each member.</li> </ul>	

**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]

Respondent's Signature

Date & Company Stamp

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	

**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]
Risk assessment and method statement	
Health and safety plan relevant to scope of work	

**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.**

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.

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

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



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 E4B - Minimum Communal Health Requirements\*
- 8 E4E – Safety arrangements and Procedural compliance (Act 85 of 1993) and applicable regulations\*
- 9 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 No. ERAC NS2987 17196: THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE.

**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:

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

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

*[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

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

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

RFQ No. ERAC NS2987 17196: THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE.

**Section 6: RFQ CLARIFICATION REQUEST FORM**

RFQ No: ERAC NS2987 17196

RFQ deadline for questions / RFQ Clarifications: Before 12:00, 3 days prior to closing date

TO: Transnet SOC Ltd  
ATTENTION: Yvonne Scannell  
EMAIL: [Yvonne.scannell@transnet.net](mailto:Yvonne.scannell@transnet.net)  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_

RFQ Clarification No ERAC NS2987 17196

**REQUEST FOR RFQ CLARIFICATION**

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

"PREVIEW COPY"

Respondent's Signature

Date & Company Stamp

RFQ No. ERAC NS2987 17196: THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE.

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

#### 2. GENERAL DEFINITIONS

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

Respondent's Signature

Date & Company Stamp

- 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 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
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.

Respondent's Signature

Date & Company Stamp

- 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 subRespondent 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 10 points]

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



5.2 **Subcontracting:**

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
  - Partnership/Joint Venture/Consortium
  - One person business/sole propriety
  - Close Corporations
  - Company (Pty) Ltd
- (v) Describe Principal Business Activities  
.....  
.....
- (vi) Company Classification [TICK APPLICABLE BOX]
  - Manufacturer
  - Supplier
  - Professional Service Provider
  - Other Service Providers, e.g. Transporter, etc.
- (vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the 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:

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

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

- (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 alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

"PREVIEW COPY"

RFQ No. ERAC NS2987 17196: THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE.

**Section 8: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*  
attended the compulsory RFQ briefing session 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 \_\_\_\_\_

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

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

RFQ No. ERAC NS2987 17196: THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE.

**Section 9: SCHEDULE OF PLANT AND EQUIPMENT**

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) State alternatives to the methods of firebreaks:**

State the following:

Full description of the plant and methods of work to be used:

\_\_\_\_\_

Detailed daily work rates of the team/teams and equipment to be used to execute the work:

\_\_\_\_\_

Precautions to be implemented to prevent fires spreading to adjoining property:

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

Fire fighters that will be on site at any given time:

\_\_\_\_\_

Firefighting equipment available to him/her for all aspects of the work required to ensure performance as specified: \_\_\_\_\_

\_\_\_\_\_

**(iii) State the following details:**

State all relevant details of the following:

Production rate: \_\_\_\_\_

Water usage: \_\_\_\_\_

Other information needed to enable the Respondent to be evaluated accordingly. \_\_\_\_\_

\_\_\_\_\_

RFQ No. ERAC NS2987 17196: THE PROVISION AND BURNING OF FIRE BREAKS ON TRANSNET FREIGHT RAIL PROPERTY ALONG THE RIGHT OF WAY (RAIL RESERVE) BETWEEN THE BOUNDARY FENCES FROM SOEKMEKAAR TO BANDELIERKOP, KOPER TO GROENBULT, NIRVANNA TO NABOOMSPRUIT, HAMMANSKRAAL TO VASFONTEIN AND LETSITELE TO GRAVELLOTTE AS WELL AS BUSH CLEARING UNDER THE CONTROL OF THE DEPOT ENGINEER, POLOKWANE

**Section 10: CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO SPECIAL CONDITIONS (SECTION 2 AND SECTION 3) AND PROJECT SPECIFICATION**

Clause			
Nr	Comply	Does Not Comply	Comments
1.1			
1.1.1			
1.1.1.1			
1.1.1.2			
1.1.1.3			
1.1.2			
1.1.2.1			
1.1.2.2			
1.1.3			
1.1.4			
1.1.4.1			
1.1.4.2			
1.1.5			
1.1.6			
1.1.6.1			
1.1.6.2			
1.1.7			
1.1.7.1			
1.1.7.1.1			
1.1.7.2			
1.1.8			
1.1.8.1			
1.1.9.			
1.1.9.1			
1.1.9.2			
1.1.9.3			

"PREVIEW COPY"

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

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

1.1.9.4			
1.1.9.5			
1.1.9.6			
1.1.9.7			
1.1.9.8			
1.1.10			
1.1.10.1			
1.1.10.2			
1.1.10.3			
1.1.10.4			
1.1.11			
1.1.11.1			
1.1.12			
1.1.12.1			
1.1.12.2			
1.1.13			
1.1.13.1			
1.1.14			
1.1.14.1			
1.1.14.2			
1.1.14.3			
1.1.14.4			
1.1.14.5			
1.1.14.6			
1.1.15			
1.1.15.1			
1.1.15.2			
1.1.15.3			
1.1.15.4			
1.1.15.5			
1.1.15.6			
1.1.16			
1.1.16.1			
1.2.1			

"PREVIEW COPY"

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

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

1.2.1.1			
1.2.1.2			
1.2.1.3			
1.2.1.3.1			
1.2.1.3.2			
1.2.1.4			
1.2.2			
1.2.2.1			
1.2.2.1.1			
1.2.2.2			
1.2.2.2.1			
1.2.2.2.2			
1.2.2.3			
1.2.3			
1.2.3.1			
1.2.3.2			
1.2.3.3			
1.2.3.4			
1.2.3.5			
1.2.3.6			
1.2.3.7			
1.2.3.8			
1.2.4			
1.2.4.1			
1.2.5			
1.2.5.1			
1.2.5.2			
1.2.5.2.1			
1.2.5.2.2			
1.2.5.3			
1.2.6			
1.2.6.1			
1.2.6.2			
1.2.6.3			

"PREVIEW COPY"

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

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

1.2.6.3.1			
1.2.6.3.2			
1.2.6.3.3			
1.2.6.4			
1.2.6.5			
1.2.7			
1.2.7.1			
1.2.7.2			
1.2.7.3			
1.2.8			
1.2.8.1			
1.2.8.2			
1.2.8.3			
1.2.8.4			
1.2.8.5			
1.2.9			
1.2.9.1			
1.2.9.2			
1.2.9.3			
1.2.9.3.1			
1.2.9.3.2			
1.2.9.3.3			

"PREVIEW COPY"

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

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