



**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No ERACSG523-21505**

**FOR THE PROVISION OF: THE RENDERING OF GARDEN SERVICES REQUIRED AT VRYHEID; VRYHEID EAST AND ULUNDI FOR A PERIOD OF TWO YEARS**

**FOR DELIVERY TO** : AREAS AS INDICATED IN TENDER DOCUMENT

**ISSUE DATE** : 1 June 2016 TO 09 June 2016

**CLOSING DATE** : 21 June 2016

**CLOSING TIME** : 10:00

**COMPULSORY BRIEFING SESSION**

**AT** : 21 June 2016

**TIME** : 10H00

**VENUE** : BOARDROOM 253, MALAHLE HOUSE, NO. 4  
KIEWIET STREET, EMPANGENI

**COLLECTION OF TENDER DOCUMENTS** : TRANSNET FREIGHT RAIL  
RECEPTION, TENDER OFFICE  
GROUND FLOOR  
MALAHLE HOUSE  
NO. 4 KIEWIET STREET  
EMPANGENI

**CONTACT PERSONS** : YOGESHNIE GENGAN  
035 906 7345

**PREVIEW TEXT**

RFQ for the Provision of services: The rendering of Garden Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

**Returnable Document**

## Section 1 NOTICE TO BIDDERS

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

**METHOD:** Tender box, delivery by hand and dispatch by courier

**CLOSING VENUE:** The Secretary  
Transnet Freight Rail Acquisition Council  
Ground Floor  
Inyanda House 1  
21 Wellington Road  
Parktown

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### 1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in accompanying letters.

### 2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) ; and therefore the **80/20** system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

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Respondent's Signature

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Date & Company Stamp



RFQ for the Provision of services: The rendering of Garden Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

**Returnable Document****9 Disclaimers**

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ; or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, and after completion of the contract, it is proved to have been defective, Transnet reserves the right to cancel the contract.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Transnet reserves the right to lower the threshold for Technical from **60%** to **50%** if no Bidders pass the predetermined minimum threshold.

**10 Specification/Scope of Work**

Refer to Annexure C for the specification.

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Respondent's Signature

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Date & Company Stamp

## 11 National Treasury Central Supplier Database registration

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by forwarding us with your National Treasury "MA" reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete products information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

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

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

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

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



RFQ for the Provision of services: The rendering of Garden Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

**Returnable Document**

RFQ FOR THE PROVISION OF SERVICES: THE RENDERING OF GARDEN SERVICES REQUIRED AT VRYHEID; VRYHEID EAST AND ULUNDI AREAS FOR A PERIOD OF TWO YEARS

**CLOSING VENUE: THE SECRETARY, TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN**

**CLOSING DATE & TIME:** 21 June 2016 at 10:00 a.m.

**VALIDITY PERIOD:** 90 (ninety) Business Days

**SECTION 2**

**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**12. Evaluation criteria**

Transnet will utilise the following criteria [not necessarily in this order] in choosing a supplier/service provider, if so required:

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	Completeness of responses and returnable documents
<b>Substantive responsiveness</b>	<p>Pre-qualification criteria, if any, must be met. The bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> <li>- Pest Control Operators Certificate for herbicide (Noxious weeds control non-industrial use)</li> <li>- Key personnel certificates to operate lawnmowers, brush cutters ,chainsaws and first aider with certificate</li> </ul>
<b>Functionality Threshold</b>	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of <b>60%</b>.</p> <p>Plant and equipment</p> <p>Previous work experience</p>

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

\_\_\_\_\_  
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	will be considered as part of the technical evaluation [Refer to Annexure B for Technical Questionnaire]
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>

**13. Validity Period**

Transnet desires a validity period of **90 [ninety] Business Days** from the closing date of this RFQ.

This RFQ is valid until \_\_\_\_\_.

**14. Disclosure of Prices Quoted**

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

YES  NO

**15. Returnable Documents**

Returnable Documents include the sections and Annexures, as indicated in the tables below.

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

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

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

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

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

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

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



RFQ for the Provision of services: The rendering of Garden Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

**Returnable Document**

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
Plant and equipment	
Key personnel operators certificates	
Previous work experience	
SECTION 5: Certificate of attendance of RFQ briefing	
Pest Control Operators Certificate for herbicide	

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

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

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1 :Notice to bidders	
SECTION 2: Evaluation criteria and list of returnable documents	
SECTION 3: Declaration of Breach of Law For	
Valid and original, or a certified copy, of your entity’s B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE C – Scope of Requirements	
ANNEXURE D - General Bid Conditions - Services	

PREVIEW TEXT

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

\_\_\_\_\_  
Respondent’s Signature

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



RFQ for the Provision of services: The rendering of Garden Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

**Returnable Document**

### SECTION 3

#### QUOTATION FORM

I/We \_\_\_\_\_

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent e-mails or correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

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

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

RFQ for the Provision of services: The rendering of Garden Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

**Returnable Document**

**Pricing Schedule**

	<b>Area</b>	<b>Total area</b>	<b>Work Description</b>	<b>Unit</b>	<b>Rate per month year 1</b>	<b>Total for year 1</b>	<b>Rate per month year 2</b>	<b>Total for year 2</b>	<b>Total for 2 years</b>
1	<b>Vryheid old caravan site</b>	<b>13100m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
2	<b>PX Building</b>	<b>6872 m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
3	<b>43 Stretch Crescent</b>	<b>13630 m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
4	<b>Signal depot</b>	<b>3648m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
5	<b>Property area to bridges</b>	<b>57756 m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
6	<b>Outside Protokon</b>	<b>8033 m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
7	<b>Property welding</b>	<b>132000m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					

**PREVIEW TEXT**

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

\_\_\_\_\_  
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**Returnable Document**

	<b>Area</b>	<b>Total area</b>	<b>Work Description</b>	<b>Unit</b>	<b>Rate per month year 1</b>	<b>Total for year 1</b>	<b>Rate per month year 2</b>	<b>Total for year 2</b>	<b>Total for 2 years</b>
8	<b>Jan Moolman verges</b>	<b>4030 m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
9	<b>MTV&amp; HR open land</b>	<b>4840 m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
10	<b>Vryheid station</b>	<b>2192 m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
11	<b>Left/right Vryheid signal</b>	<b>15594 m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
12	<b>Vryheid SCS depots</b>	<b>4987 m2</b>	Mowing/brush cutting lawn including garden hand work as per clause 2 - Duties, in the scope of work	Monthly					
<b>Total for 2 years</b>									

PREVIEW TEXT

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

**Notes to Pricing:**

All Prices must be quoted in South African Rand, exclusive of VAT

To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis

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

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



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**Returnable Document**

**By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:**

1. The following documents all of which are available on Transnet’s website or upon request:
  - 1.1. General Bid Conditions;
  - 1.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 1.3. Supplier Integrity Pact; s
  - 1.4. Non-disclosure Agreement; and
  - 1.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Freight Rail		

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 submission of the vendor number(s). Alternatively, Respondent are required to provide the updated information with their bid submission.

PREVIEW TEXT

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
 Name \_\_\_\_\_

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

2 \_\_\_\_\_  
 Name \_\_\_\_\_

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

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

\_\_\_\_\_  
 Respondent’s Signature

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



RFQ for the Provision of services: The rendering of Garden Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

**Returnable Document**

## SECTION 4

### RFQ DECLARATION AND BREACH OF LAW FORM

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

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation **[RFQ]**;
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. **PREVIEW TEXT** we are satisfied that the process adopted by Transnet in issuing this RfQ and the requirements requested from Bidders 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



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

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

**BREACH OF LAW**

10. We further hereby certify that *I/we **have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

**PREVIEW TEXT**

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



SECTION 5

CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

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

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

Representative(s) of \_\_\_\_\_ [name of entity]

attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on \_\_\_\_\_ 20\_\_

**PREVIEW TEXT**

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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

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



RFQ for the Provision of services: The rendering of Garden Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

**RFQ FOR THE PROVISION OF SERVICES  
THE RENDERING OF GARDEN SERVICES REQUIRED AT VRYHEID; VRYHEID EAST AND ULUNDI AREAS  
FOR A PERIOD OF TWO YEARS**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

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

**2. DEFINITIONS**

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

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Date & Company Stamp



**Returnable Document**

their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"medium enterprise"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**PREVIEW TEXT**

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 Respondent's Signature

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 Date & Company Stamp



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**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

**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
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the

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- entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has a minimum of 51% or 100% Black ownership and that the entity is not a Black-owned company. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value

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of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

**5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of **20** points]

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

**5.2 Subcontracting:**

**PREVIEW TEXT**

What percentage of the contract will 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

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(v) Describe Principal Business Activities

.....  
.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g. Transporter, etc.

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

**BID DECLARATION**

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.

(iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or if the conditions of contract have not been fulfilled, Transnet may, in addition to other remedies it may have available, **PREVIEW TEXT**

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

\_\_\_\_\_  
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\_\_\_\_\_  
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**WITNESSES:**

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

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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**Annexure B**

**Technical Criteria**

<b>Quality criteria</b>
Plant and equipment
Key personnel operators certificates
Previous work experience

**TECHNICAL QUESTIONNAIRE**

To be completed and returned with document  
PLANT AND EQUIPMENT

The company has the following assets available relating to the contract:

<b>Vehicles</b>	<b>Quantity</b>
1 x Heavy-duty trucks,	
LDV's	
<b>Machinery</b>	
Brush cutters	
Chainsaws	
Lawnmowers	
<b>Equipment</b>	
Knapsack sprayers	
Firefighting gun	
Manual sprayers	

**PREVIEW TEXT**

**PREVIOUS WORK EXPERIENCE**

<b>Transnet</b>			
<b>References,</b>	<b>Contact details</b>	<b>Vendor Code</b>	<b>Year</b>
1)			
2)			

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<b>Other organisations</b>	<b>Name</b>	<b>Contact details and designation</b>	<b>Year</b>
<b>Name of company</b>			
<b>Reference person</b>			
<b>Name of company</b>			
<b>Reference person</b>			
<b>Name of company</b>			
<b>Reference person</b>			

**To be completed and returned with document**

**KEY PERSONNEL OPERATORS CERTIFICATION**

Superintendent

**PREVIEW TEXT**

Name		
ID Number		
Contact details		
	<b>No. of Staff certified</b>	
Brush cutter operators certificate		Please attach copies
Chainsaws operator certificates		Please attach copies
Herbicide operator certificates		Please attach copies
Drivers licence code		Please attach copies
First Aider on site: Certificate		Please attach copy
Named PCO Certificate holder on site for Non-industrial Weed control.		Please attach copy

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**COMPLIANCE TO SPECIFICATIONS**

Does the supplier understand what he is going to be required to budget for the contracted sites? How many personnel he intends using, what kind of equipment he envisages and over what period they estimate will be required in order to complete one monthly cycle.

**Understanding of job requirements and application**

To state what equipment he intends using

Period of time he envisages it taking

How many personal he intends using in order to complete a weekly job cycle.

Registered application rates of herbicides being used.

<b>Vehicles</b>	<b>Number of operators</b>	<b>Period of time per cycle</b>
Heavy-duty trucks,		
LDV's		
<b>Machinery</b>		
Brush cutters		
Chainsaws		
Lawnmowers		
<b>Equipment</b>		
Knapsack sprayers		
Hand sprayers		
Motorised sprayers		
<b>Herbicide</b>	Registered application rate	
Glyphosate		
Triclopyr & diesel		

**PREVIEW TEXT**

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**ANNEXURE C**

**SCOPE OF REQUIREMENTS**

This agreement covers for safe and effective execution of the work within the contract area:

**VRYHEID DEPOTS,**

**SCOPE OF WORK**

**OBJECTIVE:**

To ensure that a formalized gardening contract is in place that can ensure that gardens are reliably and regularly cleaned so that TFR & REM complies with housekeeping standards.

**1. AREAS TO BE GARDENED**

All garden areas within the depots where applicable

**2. DUTIES**

Mowing/Brush cutting of lawn areas to fair finish and trimming of edges ( <del>September-April</del> ) each year	Weekly
Mowing/Brush cutting of lawn areas to fair finish and trimming of edges ( <b>May-August</b> ) each year	Monthly
Remove all grass cutting, branches and rubble from site	Daily
Cultivating, digging and pruning of flowerbeds shrubs	Monthly
Removal of all dead flowers as required by the Supervisor	As and when
Pruning of trees/shrubs as required by the Supervisor	As and when
Trim up tree branches to eye level or 2m above fence lines/buildings	As and when
Every porch entrance must be swept, as well as the paving and tarred road in front of the buildings	Daily
Vegetative refuse to be removed to an official dumpsite	Weekly
Sweep and remove soil and/or leaves on entrances and exterior areas	Daily
Weeds spraying of herbicide on paved areas and Noxious weeds	As and when

\_\_\_\_\_  
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### 3. SUPERVISION

- ❖ Daily full time supervision to be provided by Service Provider.
- ❖ Weekly quality control will be done by client on site (sign off of job cards).
- ❖ The supplier shall be responsible for the efficient performance of the contract and for the good conduct of his/her employees whenever they render a service to Transnet Freight Rail.
- ❖ TFR REM reserves the right to monitor the clock-in time and clock-out time of the Service Provider's employees as well as to give working instructions directly to the Service Provider's employees if deemed fit (within the specifications).
- ❖ Safety file to be on site and must consist of:
  - Risk assessment and safety plan
  - Written safe work procedures and job observations
  - Valid appointment letters (first aider, SHE rep, etc.)
  - Valid certificates (first aid, SHE rep, site access, etc.)
  - Recording of IOI incidents
  - Weekly audit and inspection of equipment
  - Minutes of meetings
  - Register of personal protective equipment
  - Training certificates for all employees
  - General issues

**PREVIEW TEXT**

### 4. EQUIPMENT / MATERIALS / CONSUMABLES

To be provided by Service Provider and delivered timorously

- ❖ Necessary sign boards e.g. Grass cutting in progress, etc.
- ❖ Equipment needed but not limited to:
  - Buckets / Bins
  - Brush cutters

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- Spades/garden forks
  - Brooms
  - Rakes
  - Lawn Movers
  - Weed Eaters
  - Sheers
  - Watering Cans
- ❖ Service Provider to conform to all Safety Requirements including Safety, Health, Environment (SHE) Induction for Service Providers as specified by Transnet Freight Rail.
  - ❖ All chemicals must be supplied by the Service Provider and must be Environ friendly i.e, no residual effect.

**NB:** All equipment to be kept in good and safe condition at all times and to comply with all safety regulations including all extension cords etc.

Toilet areas are not to be used as change rooms. Cleaning of equipment will not be allowed in the area.

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**5. STAFF REQUIREMENTS/WORKING HOURS**

- ❖ The Service Provider shall be available to clean all gardens from 07:00 to 16H00 (**times can be altered due to emergency requirements**) including Public Holidays. This should be done within the legal framework of housekeeping: Act 85 and Act 16.  
**(7 = to be cleaned 7 days per week)**  
**(5 = to be cleaned Monday to Friday excluding weekends/public holidays)**

**6. UNIFORM CLOTHING**

- ❖ The Service Provider shall at all times ensure that **all** staff has been provided with all necessary protective clothing, e.g. Gloves, shoes, masks, etc.
- ❖ All staff to be identifiable with visible identification at all times.

\_\_\_\_\_  
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\_\_\_\_\_  
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## **7. SITE BOOKS**

- ❖ A site instruction book shall be provided by the Service Provider. Such book shall have numbered sheets for receiving and recording of instructions by the Supervisor and shall be clearly marked "SITE INSTRUCTION BOOK."
- ❖ Only persons authorized in writing by the Supervisor may make entries in the Site Book.
- ❖ On completion of the contract, the SITE BOOK/S shall be returned to the Supervisor managing the contract on behalf of Transnet Freight Rail.

**BREACH OF CONTRACT** The client (Transnet Freight Rail) will be allowed to terminate the contract by giving 30 days written notice should service not be according to specification and to client's full satisfaction.

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**ANNEXURE D****GENERAL BID CONDITIONS - SERVICES****[March 2015]****PREVIEW TEXT**

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## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be

**PREVIEW TEXT**

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.



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- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

**5 BID FEES**

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

**6 VALIDITY PERIOD**

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

**7 SITE VISIT / BRIEFING SESSION**

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

**8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

**9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

**10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s).

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A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

**11 POST TENDER NEGOTIATIONS**

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

**12 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

**13 DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or

13.2 accept tender terms that are

13.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or

13.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

**14 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFX.

**15 PRICES SUBJECT TO CONFIRMATION**

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

15.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

**16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by

**Returnable Document**

inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

**17 EXCHANGE AND REMITTANCE**

17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.

17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made on behalf of Respondent.

17.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.

17.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

**18 ACCEPTANCE OF BID**

18.1 Transnet does not bind itself to accept the lowest priced or any Bid.

18.2 Transnet reserves the right to accept any Bid in whole or in part.

18.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

18.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

**19 NOTICE TO UNSUCCESSFUL RESPONDENTS**

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all

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unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

**20 TERMS AND CONDITIONS OF CONTRACT**

20.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

**21 CONTRACT DOCUMENTS**

21.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.

21.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the

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21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

**22 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

**23 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

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## 24 CONTRACTUAL SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [**APG**] and/or a performance bond [**Performance Bond**], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

## 25 DELETED TO COMPLY WITH THE PROVISIONS OF SECTION 39

The Respondent must delete the text of which has not ended and for which the price has been included elsewhere in its Bid.

## 26 VALUE-ADDED TAX

- 26.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 26.2 In respect of foreign Services rendered:
- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
  - b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## 27 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

### 27.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

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- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 27.1a) above. Failure to comply with clause 27.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above [*Contractual Securities*].

**27.2 Conditional Discount**

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

**28 DELIVERY REQUIREMENTS**

**28.1 Period Contracts**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

**28.2 Progress Reports**

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

**28.3 Emergency Demands as and when required**

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

**29 SPECIFICATIONS AND COPYRIGHT**

**29.1 Specifications**

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The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

**29.2 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

**30 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

30.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

30.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

30.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

30.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and sign such contract on behalf of the latter. In every such case a legal Power of Attorney from such principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

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30.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

**31 CONFLICT WITH BID DOCUMENT**

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

**32 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

32.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.

32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face

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32.3 Depending on the seriousness of the conduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

32.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

32.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;



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- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

32.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not

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- a) vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.

32.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the

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misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

- 32.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

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