TRANSNET

freight rail

REQUEST FOR QUOTATIONS

Transnet Freight Rail a Division of Transnet SOC Ltd. invites all interested parties to respond to a request for quotation (RFQ) as indicated below. All RFQ's should be submitted on the appropriate tender forms and should be deposited in the Tender Box before 12h00 on the closing date of the RFQ/s.

If delivered by hand, the RFQ submissions must be addressed to The Secretariat of the Transnet Freight Rail Acquisition Council (Tenderbox) , Admin Support, 2 nd Floor foyer, Fleming street, Port Elizabeth , 6000. If posted Transnet Freight Rail, Secretariat of the Acquisition Council, Admin Support Office, Po Box 13213, Humewood, Port Elizabeth , 6013

RFQ documents may be obtained **Free Of Charge** on and after 25 February 2015 at the Transnet Freight Rail , Admin Support, 2nd Floor, Room 206, Fleming street, Port Elizabeth **during office hours 08h30 – 12h30 and 13:30 - 15h30.**

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RFQ documents may be viewed from the website by clicking on the RFQ number that is highlighted in red on the website: (http://www.transnetfreightrail.tfr.net/Supplier/Pages/Tenders.aspx)

RFQ NUMBER : PTH 53436

DESCRIPTION : CLEANING AND CLEARING OF ERF KIRKWOOD (AKX CSX 00843) (31 300 SQM), ONCE BEFORE THE KIRKWOOD GAME FESTIVAL AND NOVEMBER 2015

A COMPULSORY INFORMATION MEETING AND SITE INSPECTION WILL BE HELD

DATE : 6 March 2015

TIME/VENUE : 11:00 AT SITE KIRKWOOD (PHONE CLOETE 083 281 0672 FOR DIRECTIONS)

CLOSING DATE : 31 March 2015 @ 12H00.

For enquiries regarding the collection of the RFQ please contact:

NAME : R.Blom: Tel. : 041 – 507 2721 Email: Ronelle.blom@transnet.net

Alternatively if no response

P.Maldaka: Tel. : 041 – 507 2720 Email: Phumla.maldaka@transnet.net

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

Transnet freight rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No : PTH 53436

FOR THE : CLEANING AND CLEARING OF ERF KIRKWOOD (AKX CSX 00843) (31 300 SQM), ONCE BEFORE THE KIRKWOOD GAME FESTIVAL AND NOVEMBER 2015:

ISSUE DATE : 20 FEBRUARY 2015

CLOSING DATE: 31 MARCH 2015

CLOSING TIME: 12:00

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COMPULSORY INFORMATION BRIEFING SESSION AND SITE MEETING:

Date : 6 MARCH 2015
Time/Venue: 11:00 AT SITE KIRKWOOD (PHONE CLOETE 083 281 0672 FOR DIRECTIONS)

NB: IF MINUTES OF THE INFORMATION BRIEFING / SITE MEETING THAT WAS HELD IS NOT RECEIVED BY BIDDERS WITHIN 48 WORKING HOURS, BY EMAIL OR FAX, THE BIDDERS SHOULD SEND A REQUEST FOR MINUTES TO :
Dixie.diedericks@transnet.net

Contacts:
Up to the closing date : Dixie : dixie.diedericks@transnet.net Tel 041 507 2716
After closing date : Ronelle : ronelle.blom@transnet.net Tel 041 507 2721

RealEstate:

SCHEDULE OF DOCUMENTS

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Section 1

NOTICE TO BIDDERS

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

METHOD: Post and/or courier

CLOSING VENUE:

Postal Address:

Transnet Freight Rail
Secretariat of the Acquisition Council, Admin Support Office
P.O.Box 13213
Humewood
Port Elizabeth
6013

Physical Address:

Transnet Freight Rail
Secretariat of the Acquisition Council, Admin Support Office
FC Stander
2nd Floor Passage (**Tenderbox)**
Fleming street
Port Elizabeth

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1 Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

- **B-BBEE Scorecard and Rating**

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

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

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

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

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete 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.

[Refer clause 18 below for Returnable Documents required]

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a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

   Name: Dixie Diedericks Tel 041 507 2716

   Email: dixie.diedericks@transnet.net

c) Respondents may also, at any time after the closing date of the RFQ, communicate with The Secretariat of the Acquisition Council, Admin Support Office, Ronelle Blom, on any matter relating to its RFQ response:

   Telephone 041 507 2721

   Email Ronelle.blom@transnet.net

3 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

4 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable]*.

5 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

6 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

7 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

8 Prices Subject to Confirmation

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

9 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

10 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

11 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;
- 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; or
- make no award at all.

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

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12 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES		NO	

Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

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13 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
Final weighted evaluation based on 80/20point system as indicated in paragraph 2	• Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts[1] will be critical • 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.

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14 Validity Period

Transnet desires a validity period of 90 (Ninety) days from the closing date of this RFQ.

This RFQ is valid until _____.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES ☐ NO ☐

18 Returnable Documents

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[1] *Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.*

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

a) Respondents are required to submit with their Quotations the **Returnable Documents,** as detailed below.SECTION 1 , SECTION 2 , ANNEXTURE A. NB ALL OTHER DOCUMENTS MUST BE SUBMITTED WITHIN 3 WORKING DAYS IF REQUESTED. ***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations. DOCUMENTS***

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero 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	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Letter of Goodstanding from Department of Labour	
SECTION 2 : Quotation Form	
ANNEXURE A – B-BBEE Preference Points Claim Form	
SECTION 3: Vendor Application Form	
• Original cancelled cheque or bank verification of banking details	
• Certified copies of IDs of shareholder/directors/members [as applicable]	
• Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
• Certified copies of the company's shareholding/director's portfolio	
• Entity's letterhead	
• Certified copy of VAT Registration Certificate [RSA entities only]	
• Certified copy of valid Company Registration Certificate [if applicable]	
Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	

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Section 2

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 Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

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Price Schedule

Notes to Pricing:

a) All 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 price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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.

9 A

TRANSNET SOC LIMITED

(REGISTRATION NO. 1990/000900/30)
TRADING AS TRANSNET FREIGHT RAIL

RFQ PTH 53436

SCHEDULE OF WORK AND PRICES

DESCRIPTION	UNIT	QUANTITY	*RATE*	AMOUNT
Cleaning and clearing of erf as per attached specifications.	sqm	31300		
Risks	sum	1		
Sundries	sum	1		
Remove rubble to approved Municipality dump side	sum	1		
GROSS AMOUNT TO BE CARRIED FORWARD TO THE NEXT PAGE		**GROSS TOTAL**	**R_____**	**excl VAT**

Contractor's Name _____

Sign _____ Date _____

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TRANSNET SOC LMITED

(Registration No.. 1990/000900/30)

trading as TRANSNET FREIGHT RAIL

Quote Form

I,We_____

carrying on as business under the style and title of _____

_____

hereby offer to undertake and complete the abovementioned work at a tender price and in accordance with the terms set in this Request for Quote , General and/or Special Conditions and Project Specifications for the sum of :

Price from page 9A : R_____

(in words)_____

_____

_____ **(Exclusive of VAT)**

Time to complete the work: _____(Work days)

I/We undertake to complete the work for the duration of the contract as specified in the special conditions and particular specifications from the date of notification of the acceptance of my/our tender.

(i) **NOTE:** In the event of any discrepancy, the amount in words will take precedence over the amount in figures.

(ii) **NOTE: The price as transferred to this form shall be the tendered price, any error in pricing in this schedule, even an arithmetic error will have to be adjusted to comply with the tendered price as given on this page.**

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Section 3

GENERAL CONDITIONS

1 Scope of work
As per attached specification

2. Site location

The site is situated at per specification

3. Time to complete the work

The tenderer shall indicate at section 2 the time he will require to complete the work, however, this time should not exceed time as per specification. This period shall be exclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet the sum of as per specification for every day or part thereof during which the works remain incomplete.

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4. Guarantee

All workmanship and material shall be guaranteed for a period as indicated in specification of completion of work.

5. Inspection of works

5.1 No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon.

5.2 The Contractor shall give due notice to the Project Manager whenever any such work of formations is or are ready or about to be ready for examination. The Project Manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

5.3 The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be done by the Contractor .

Site records

6.1 Site Instruction Book

The Contractor shall provide a **site instruction book (not smaller than A5) , in triplicate for the Project Manager to place all instructions** that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.

6.2 Site Diary

The contractor shall provide a diary, in triplicate to record all day to day incidents that could occur during the contract period. This includes weather, names & numbers of workers on site, material that has been delivered, material that has been loaded and disposed off, incidents that have occurred, nature of work to be done on that day, etc.

6.3. Programming & Planning of the work

The contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail workshop with minor distinctions as no delays must be allowed in this regard.

The program must be agreed to (in the site instruction book) before any work will be allowed to commence on the workshops, per se. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

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7. Water supply.

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet Freight Rail. The Contractor must supply all drums, connections, hoses, clamps etc., as necessary and to provide water to the working site .

8. Electricity supply.

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards

as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the **Health and Safety Act,** (Act 85 of 1993) and SANS 10142.

The Contractor must supply all leads and plugs as necessary and to provide power to the working site

9. Access to site

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

10. Materials found on site

No material that is lying on the site (other then that as specified in this document) or any Transnet Freight Rail's properties may be removed or used (even if deemed as scrap) by the contractor.

11. Clearing of site

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by this work only, throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris caused by the works and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

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12. Working outside normal working hours

The normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet Freight Rail will not unreasonably withhold permission, however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

13. Escalation

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

14. Retention

Transnet Freight Rail reserves the right to retain up to ten (10) percent of the value of the contract, for a period of six months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

15. Safety Precautions and Insurance

15.1. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to. (**Available on request**) But will be completed by the successful tenderer.

15.11 E7/1

Specification for works on, over, under adjacent to Railway lines and near high voltage equipment. (Available at the tender briefing)

15.2 Environment

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

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15.3 SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations 2A **"INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.** Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

16. Health and Safety Requirements.

As per the E4E (Health and Safety requirements) no work can commence before the certificate of Good Standing by the Compensation Commissioner, or proof of payment, has been delivered to this office, for this project.

17. Note:

17.1 For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed to from part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision is this Specification description shall apply.

17.2 Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular or similar product. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may,

after obtaining written authority from the Project Manager, use an alternative product or design.

17.3 Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

18. GENERAL

18.1 Standard Specification

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

SANS Specifications (To be obtained by the contenders)

National Building Regulations	SANS 10400 – 11990
General Structural	SANS 11200AH- 11982
Electrical Code of Practice	SANS 10142

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18.2 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager.

18.3 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet Freight Rail representatives.

18.4 Setting out of the works

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification, the drawings and the design.

18.5 Keep site tidy

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

19. Preliminary and General (P & G)

The P & G shall be as per the General and Special Conditions and will include all costs not directly related to the execution of the work as stated. All items not specifically mentioned in the Schedule of Rates and Prices should form part of the contractor`s requirements such as the cost of stationary and so on.

The P & G is made up of:

Fixed Charges (start up costs and removal of site establishment) and will include the handing over of the site to the contractor and handing back of the site after completion.

Time Related items and this shall allow for and must be built in the fixed charge rate as in the above, for the full duration of the contract. Any additional time that may or may not be allowed for if the contract exceeds the completion date as agreed will be included in this price/rate.

The profit required to do the work shall be to the contractor`s discretion and must be allowed for in all the items in the Schedule of Rates and Prices.

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20. ACT 85:

The contractor shall allow in his pricing for all material and supervision needed in their costing. This shall include:

Start up costs:

First aid kit and emergency numbers displayed

Safety clothing (boots, gloves, safety hats, goggles and so on)

Barriers, barrier tape and so on.

Safety file with records of all reports and safety inspections.

Sign / notice board stating contractors name and that all visitors report to the site agent for induction to enter onto site and sign the site book.

Day to day matters:

The maintenance of the above start up costs.

The cost of safety procedures, need at all times at least one incumbent to be responsible for safety. On a daily basis and before any procedure is started a safety and work activity must be recorded in the site diary/safety file to ensure safety methods are used.

Need an incumbent with basic first aid training.

The contractor shall use the **Construction Work Check List** to ensure that all safety issues are dealt with and this must be kept on the safety file.

Section 4

PROJECT SPECIFICATIONS

Page 17A-F

Drawing

Page 17 G

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TRANSNET SOC LIMITED

(REGISTRATION NO. 1990/000900/30)

trading as TRANSNET FREIGHT RAIL
(hereinafter referred to as TRANSNET FREIGHT RAIL)

RFQ PTH 53436

CLEANING AND CLEANING OF ERF AKX0084 KIRKWOOD STATION. (+/- 31,300sqm)

PARTICULAR SPECIFICATION

1. CLEANING AND CLEARING:

The contractor will supply the material, labour, transport, consumable stores and ingredients of any description, which may be necessary for the proper completion of the contract work in accordance with the specifications as follows: **This contract is valid for twice 1st cut two weeks prior to the start of Kirkwood Game Festival 2015 and again in November 2015**

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1.1 All bushes and trees up to 50mm diameter to be cut off as close to ground level as possible.
1.2 All other grass and overgrowth to be cut to a height of not more than 80mm above ground level.
1.3 All alien vegetation or declared/noxious weeds in this area are to be treated as specified elsewhere.
1.4 All trees to be trimmed 2 (two) meter above ground level.
1.5 The site shall be cleaned of all litter such as paper, rubble, and tins, plastic and other debris
1.6 All material, rubbish, litter and rubble must be removed from site and transported and dumped at an approved municipality dumpsite
1.7 Trim around edge and all structures

2 INCOMPETENT EMPLOYEES

2.3 Any person employed by the contractor on the Works, who is, in the opinion of the Project Manager, incompetent, or who may act in such an improper manner, may be discharge from the works by the Project Manager. Such a person shall not again be employed on the works without the permission of the Project Manager.
2.4 Any person employed on the site can be tested for alcohol or drugs at any time by a registered Transnet official

3. DRAWINGS:

5.1 The following drawing applies to this contract. Sketch plan = 1Page.

4 TIME TO COMPLETE THE WORK:

6.1 Time to complete the works shall be 14 (fourteen) days
6.2 Failing to complete the work as accepted the contractor shall pay Transnet a penalty sum of R1000.00 (One thousand rand) on the first cleaning and R 100.00 (hundred rand) per day or part thereof which the works remain incomplete

5 RISK ASESMENT:

7.1 Employees of contractor to wear safety vests at all times while on the site
7.2 Employees of contractor to wear safety foot protection while on the site
7.3 Employees of contractor to wear eye and ear protection when working with weed cutters and chain saws
7.4 No open fires are allowed on the sites
7.5 Must be in position of a weed spraying certificate
7.6 The successful contractor must submit a complete safety file
7.7 The contractor shall provide full time supervisor on the site
7.8 Site diary must be kept daily and be on site at all times
7.9 All plant operators to be trained on plant that he/she is operating
7.10 All work to be carried out in accordance to the health and safety act
7.11 Medical Surveillance Certificates of Fitness Records

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EDGE CUTTERS

1. Wear appropriate Personal Protective Equipment.
2. Do not use the machine in wet or damp conditions or when it is raining.
3. Be careful when lifting and holding the machine. DO NOT hold onto the safety screen.
4. When cleaning the machine, do not submerge it into water or hold it under running water.
5. Keep away from spinning head when machine is in use.
6. Do not over reach. Keep your balance at all times.
7. Always cut to the left-hand side of the machine. This ensures that cuttings are flung away from the operator.
8. Examine the area to be cut and remove all objects that could become entangled in the cutting head. Also remove all objects that could be flung out when the machine is in operation.
9. When the machine is not in use, store under roof in a dry lockable enclosure out of reach of unauthorized persons.
10. Never force the edge cutter. It will work better and safer at the speed for which it is designed. Should the motor begin to slow down, withdraw the machine for repairs.
11. Do not use the edge trimmer as a hedge trimmer.
12. Use only an approved electrical extension cord suitable for open air to prevent the danger of electric shock.
13. Avoid unintentional switching on of edge trimmer. Never carry

a plugged in machine with your fingers on the start switch.
14. Do not abuse the electrical extension cord. Do not carry the machine by the cord.
15. Do not tug on the cord to remove it from the power socket outlet.
16. Keep the cord away from heat, oil and sharp edges.
17. Avoid joints in electrical cord and if necessary it must be done by qualified person

CHAIN SAW

SAFETY INSTRUCTIONS WHEN USING A CHAIN SAW

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1. See General Instructions
2. Bystanders, especially children and animals should not be allowed in the area when a chain saw is in use
3. Operator must be trained and competent
4. Use the right PPE for the process
5. Machine must be in good condition
6. **Test safety mechanism of chain** (Chain brake)
7. The chain of the chainsaw should not be in motion when machine is started
8. Handle machine in the correct manner
9. Always ensure that the chainsaw is below shoulder height when in use
10. Never work alone when using a chainsaw
11. Work in a safe environment – don't stand on ladder or climb into trees with the chainsaw
12. The chain saw and the air cleaner filter must be cleaned after use

Operator:
Obey instructions

Safety Check

The following must be checked before work commences:
- Starter Rope (wear)
- Chainsaw handle (secure)
- Chain brake (Working order)
- Muffler (Damaged)
- Chain guard (Wear)
- Filter (Blocked)
- Palm lock – chain not rotated (Working order)
- Accelerator
- Stop switch (Working order)
- Petrol and Oil (No spillage)
- Chain lubrication, Chain plate and Chain wear

Carrying of chainsaw when machine is switched off

Carry the chainsaw in your right hand with the blade pointed forward or carry it in your left hand with the blade pointed backwards or carry against hip with the blade pointed down wards.

Carrying of chainsaw when machine is running

When carrying the chainsaw in right hand, carry the blade pointed forward and the chain brake system must be activated; OR
When carrying the chainsaw in left hand, carry the blade pointed backwards and the chain brake system must be activated; OR
When carrying the chainsaw in front of body hold it with both hands on handle and lock must be on.

The chain of a chainsaw must be sharpened when

- Each time the chainsaw is filled with petrol and oil
- Pressure is executed on the machine
- When sawdust is powdery
- When blue smoke is observed
- Screw cutting is an indication

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What to do when replacing new chain

- Wash silicone off with petrol
- Lay chain in chainsaw oil for 12 hours
- Wrap off excessive oil
- Install chain on bar
- Set the tension of chain
- Rev machine for 2-3 min @ ¾ rpm
- Set the tension of chain
- Rev machine again for 2-3 min @ ¾ rpm
- Set the tension again

The Guide Bar

Turn chain bar daily
Clean the bar groove with the depth gauge
Clean the oil hole to ensure that the chain is lubricated (chain lube)
File the burr down on the bar (Throw chain off)
Guide bar must not be bent

Fuel Mix

If machine is used comply with manufacturer's specification

BRUSH CUTTER
SAFETY INSTRUCTIONS WHEN USING A BRUSH CUTTER

1. See General Instructions.
2. Always wear appropriate Personal Protective Equipment.
4. DO NOT USE any attachment with this power head other than those authorized by the manufacturer of the machine. Serious injury to the user or damage to the engine could result.
5. Keep the handles free of oil and fuel.
6. Always use the proper safety handle and harness when cutting.
7. Keep body parts clear of the blade while unit is in use.
8. Inspect the blade for visual cracks and if fitted correctly.
9. Ensure that safety guard is correctly fitted.

GENERAL SAFETY GUIDELINES

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1. Safety Guidelines for the use of Portable Machines and Equipment.

1.1 Only trained, competent and authorised personnel may use portable power tools, machines and equipment.

2. Electric Lawnmowers and Edge Trimmers.

2.1 Before work is carried out on the blade or cutting edge part of an electric lawnmower or edge trimmer, the machine must be switched off and unplugged from the power supply.

2.2 Never work in wet, damp or rainy conditions with an electric lawnmower or edge trimmer.

3. Liquid-Fuel Driven Lawnmowers and Edge Trimmers.

3.1 Before work is carried out on the blade or the cutting edge part of a liquid-fuel driven lawnmower or edge trimmer, the machine must be switched off, and the spark plug wires must be removed.

3.2 Always fill the fuel tank in the open air, never inside a room or building or in the back of the trucks.

3.3 Never fill the fuel tank near an open fire

3.4 Never smoke, or allow anyone else to smoke, near the machine while the fuel tank is being filled.

3.5 Do not try to start the machine while it is in gear. First put it into neutral.

3.6 No machines may be cleaned with flammable liquids

3.7 Ensure that locking devices are disengaged before power is switched on

General

4. Lawnmowers and Edge Trimmers

4.1 Remove sticks, stones, metal objects, pieces of wire and, other rubbish from the area where mowing is to be done.
4.2 Keep people and animals at a safe distance.
4.3 Wear safety shoes. Never mow with bare feet
4.4 Special precautionary measures when mowing steep slopes
4.5 Always ensure that blades are firmly tightened.
4.6 Do not leave the lawnmower or edge trimmer unattended, whether switched on or not.
4.7 Do not carry the lawnmower / edge cutter while it is switched on and, do not carry it with your finger / hand on the switch or clutch.
4.8 Never immerse the machine into water or hold it under running water to clean.
4.9 Keep hands and feet away from all rotating parts while the machine is in use.
4.10 Do not stretch too far. Always maintain a good balance
4.11 In the case of edge trimmers, always cut to the left-hand side of the machine so that the cuttings are flung away from you.
4.12 When the machine is not in use, lock it away in an enclosed area, outside the reach of children
4.13 Always ensure that all guards are in place and firmly fixed.
4.14 Ensure that all rotating parts have come to a standstill before any adjustments or repairs are done.
4.15 Never use an edge trimmer as a hedge trimmer
4.16 Appropriate protective equipment (PPE) must always be worn when using an edge trimmer

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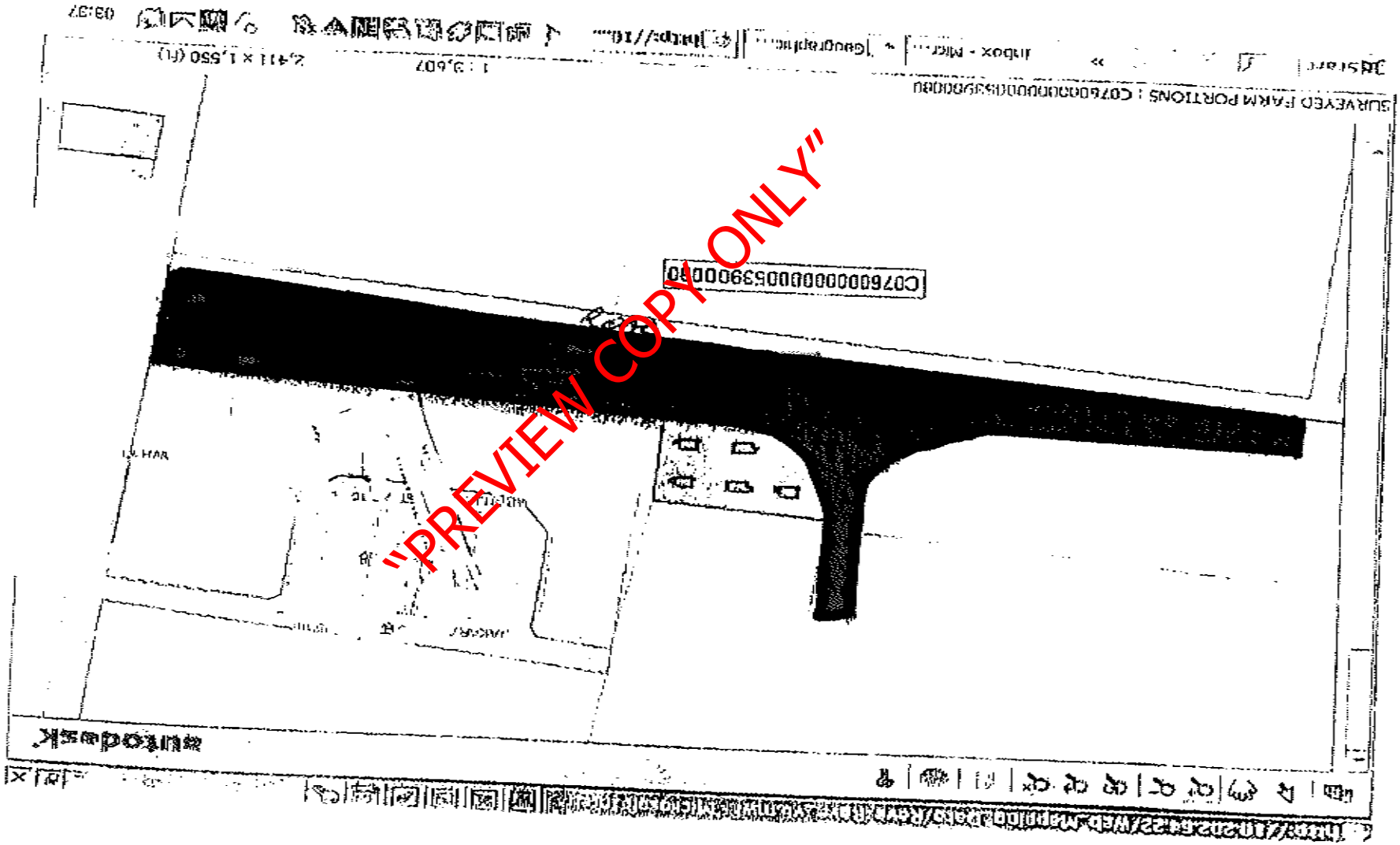
5. GENERAL:

5.1 Containers and residual material will not be disposed of on Transnet property or as part of Transnet refuse but at a legal municipal dumpsite.
5.2 The site plan to be used is a sketch plan and is not to scale.
5.3 Contractor to check all measurements on site
5.4 The contractor must note that no services such as, toilet facilities, water or electricity is available on site.

6

KIRKWOOD



Section 5

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION
RFQ : PTH 53436

It is hereby certified that -

1. .....

2. .....

Representative(s) of .....
(name of company)

attended the site meeting / briefing session in respect of the proposed Service to be rendered in terms of this RFQ on 3/6/2015

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....
TRANSNET'S REPRESENTATIVE RESPONDENT'S

Section 6 VENDOR APPLICATION FORM

Respondents are to complete the Vendor Application Form below:

ALL DOCUMENTS MUST BE AVAILABLE AND SUBMITTED WITHIN 3 WORKING DAYS IF REQUESTED

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]

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Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [√]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name				Branch & Branch code		
Account holder				Bank account number		
Postal address						
				Code		
Physical Address						

Respondent's Signature

Date & Company Stamp

			Code
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Does your company provide	Products	Services	Both
Area of delivery	National	Provincial	Local
Is your company a public or private entity		Public	Private
Does your company have a Tax Directive or IRP30 Certificate		Yes	No
Main product or services [e.g. Stationery/Consulting]			

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled Black ownership	% Youth ownership
Does your entity have a B-BBEE certificate		Yes	No
What is your B-BBEE status [Level 1 to 9 / Unknown]			
How many personnel does the entity employ		Permanent	Part time

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

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Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	

Section 7

OTHER DOCUMENTATION
NB AVAILABLE AT SITE OR ON REQUEST

A. VENDOR APPLICATION FORM

B. E4E (ACT 85)

- ✓ SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
- ✓ ACT 85 OF 1993 AND REGULATIONS (TO BE COMPLETED BEFORE WORK COMMENCE)

C. E/7/1

- ✓ SPECIFICATIONS FOR WORK ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

D. GENERAL BID CONDITIONS

E. SUPPLIER CODE OF CONDUCT

F. TRANSNET OMBUDSMAN INFORMATION

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By signing the RFQ documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited 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 purposed of calculating tendered prices or otherwise.

SIGNATURE OF RESPONDENTS AUTHORISED REPRESENTATIVE:

ANNEXURE A: RFQ PTH 53436FOR
CLEANING AND CLEARING OF ERF KIRKWOOD (AKX CSX 00843) (31 300 SQM), ONCE BEFORE THE KIRKWOOD GAME FESTIVAL AND NOVEMBER 2015

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.

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2. GENERAL DEFINITIONS

2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];

2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;

2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;

2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes reference to a juristic person;

2.14 "**QSE**" means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928

2.15 "**rand value**" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored will be rounded off to 2 [two] decimal places.

3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.

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3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor		Number of Points [Maximum 20]
1		20
2		18
3		16
4		12
5		8
6		6
7		4
8		2
Non-compliant contributor		0

4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.

4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

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4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.

4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

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

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

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

5.2 **Subcontracting:**

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

If YES, indicate:

(i) What percentage of the contract will be subcontracted? .....%

(ii) The name of the subcontractor .....

(iii) The B-BBEE status level of the subcontractor .....

(iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

(i) Name of Company/Firm.....

(ii) VAT registration number.....

(iii) Company registration number.....

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

☐Partnership/Joint Venture/Consortium

☐One person business/sole propriety

☐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.....

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BID DECLARATION

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

(i) The information furnished is true and correct.

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

(iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or

(e) forward the matter for criminal prosecution.

WITNESSES:

1. .....

2. .....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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