

**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/53942**

**FOR THE PROVISION OF: ERF CLEANING AND CLEARING SERVICES TO  
THE TFR DEPOT AT THE COEGA MARSHALLING  
YARD IN PORT ELIZABETH**

**ISSUE DATE: 28 JULY 2016**  
**CLOSING DATE: 16 AUGUST 2016**  
**CLOSING TIME: 12:00**

## Section 1 NOTICE TO BIDDERS

Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

**On or after 28 July 2016 RFQ document may be inspected at, and are obtainable from the Regional Supply Chain Service Office, FC Sturrock Building, Ground Floor, Tender Office, Fleming Street, Port Elizabeth.**

**Arrangements for the collection of the RFQ documents can be made with Me. Ronelle Blom and Me. Phumla Maldaka on telephone number 041 – 507 2720/21 or email: GRP-TFR-PETenders@transnet.net**

**NB: RFQ documents will only be available for collection from the tender office until 15h30 on the 4<sup>th</sup> of August 2016 where after no RFQ documents will be issued. Respondents must please ensure that RFQ documents are collected before the cut-off date and prior to the compulsory information briefing session.**

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

**A compulsory information briefing session will be conducted on 05 August 2016. Thereafter a compulsory site visit will also follow to the site at the Coega Marshalling Yard in Port Elizabeth. Attendance is compulsory and failure to attend will disqualify submissions from evaluation.**

**The compulsory information briefing session will start punctually at 10h00 at the Coega Marshalling Yard. All respondents are required to meet at the following venue at 09h15 and will be escorted by TFR personnel to the Coega Marshalling Yard:**

**Venue: Real Estate Management Building  
Behind Ocean Fresh Restaurant (PE Harbour)  
Baakens River (Use Entrance into Harbour from Valley Road)  
Port Elizabeth**

**Time: 09h15**

**NB: (Respondents must please ensure that they arrive on time as all will depart punctually at 09h15 to the Coega Marshalling Yard and no waiting on late comers will be permitted.)**

**NB: A compulsory site visit will also follow immediately after the information briefing session until approximately 11h00. All respondents attending the information briefing session and site visit are required to wear safety boots or shoes and a reflective jacket for safety reasons in order to gain access to Transnet's premises. Respondents failing to comply with these requirements will not be allowed to enter the Coega Marshalling Yard on the day of the information briefing session and site visit.**

**For directions to the information briefing session, Mr. Johan Cloete may be contacted on telephone number: 041 – 507 2122 or cell: 083 281 0672**

**The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.**

Quotations which must be completed as indicated in Section 3 of this RFQ are to be submitted as follows:

**METHOD:** Post and/or courier

**CLOSING VENUE:** **Postal Address:**  
 Transnet SOC Limited  
 PO Box 13213  
 Humewood  
 Port Elizabeth  
 6013

**Physical Address:**  
 Transnet SOC Limited  
 Secretariat of the Acquisition Council, Admin Support Office  
 Ground Floor Foyer (**Tender Box**)  
 FC Sturrock Building  
 Fleming Street  
 Port Elizabeth  
 6001

**NB:** Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFQ No</b>	<b>: PTH/53942</b>
<b>Description</b>	<b>: Erf Cleaning – Coega Marshalling Yard</b>
<b>Closing date and time</b>	<b>: 16 August 2016 at 12h00</b>
<b>Closing address (refer to abovementioned options)</b>	

**1 Responses to RFQ**

Responses to this RFO [Quotations] must not include documents or 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. 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.**



- 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, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to 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.

## 10 SPECIFICATION/SCOPE OF WORK

### Scope of work:

Transnet Freight Rail requires the provision of an efficient **FRF** cleaning and clearing service to their site situated at Coega Marshalling Yard in Port Elizabeth for a period of 24 months. The successful service provider will have to supply the material, labour, transport and consumables of any description, which may be necessary for the proper completion of the contract work, in accordance with the specifications as follows:

- Site to be serviced every 2<sup>nd</sup> month over a period of 24 months = 12 services

### Site Information

The site consists of the following area:

- **Coega Marshalling Yard erf no CSX 1011E = 400 000 m<sup>2</sup>**

### Note: Services will be required as follows but is subjected to changes:

May 2016, July 2016, September 2016, November 2016, January 2017, March 2017, May 2017, July 2017, September 2017, November 2017, January 2018 and March 2018

### PARTICULAR SPECIFICATION

#### • **CLEANING AND CLEARING:**

The works include the following:

- All bushes and trees up to 75mm diameter to be cut off as close to 100mm above ground level as possible.
- All other grass and overgrowth to be cut to a height of not more than 80mm above ground level.
- All trees/shrubs and branches to be trimmed 2m above ground level
- All trimming around flowerbeds, paths, edges and around all structures i.e. buildings and fences.
- The verge on either side of the road must be trimmed 1meter wide at a height of 30mm
- All grass and overgrowth on the pavements and curbing on the side of the roads must be cut

- The site shall be cleaned of all litter such as paper, rubble, and tins, plastic and other debris
- All material, rubbish, litter and rubble must be removed from site and transported and dumped at an approved municipality dumpsite

- **INCOMPETENT EMPLOYEES**

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.

- **DRAWINGS:**

- Site plan of site is attached as annexure D.

- **TIME TO COMPLETE THE WORK**

- The contractor shall indicate herein the duration he requires to complete the work per service to the site, but the period shall be preferred to be not be longer than 15 (fifteen) working days.
- The contractor shall be required to complete the work per service in this period, as given. This period excludes weekends, public holidays and statutory holiday periods.
- Failing completion of the work within the period as stipulated above or with any period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of R 500.00 (five hundred rand) for every day or part thereof during which the works remain incomplete.

- **RISK ASSESSMENT:**

- # Employees of contractor to wear safety vest at all times on the site.
- # Employees of contractor to wear safety foot protection on the site.
- # Employees of contractor to wear eye and ear protection when working with weed cutters and chainsaws.
- # No open fires are allowed on the site.
- # The successful contractor must submit a complete safety file and a copy must be submitted to Transnet (Project Manager) for safe keeping and further reference
- # The contractor shall provide full time supervisor on the site.
- # Site diary must be kept daily and be on site at all times.
- # All plant operators to be trained on plant that he/she is operating.
- # All work to be carried out in accordance to the health and safety act.
- # Medical Surveillance Certificates of Fitness Records will be required.
- # A safety induction will be conducted with the successful bidder by TFR before any contract work can commence.

- **SITE RECORDS:**

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, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed of, incidences that have occurred, what work is to be done on that day, etc.

Program & Planning of the work

The contractor shall provide to the 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 with minor disruptions 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. The program may be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

- **ACCESS TO SITE**

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet freight rail in every way. 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.

- **MATERIALS FOUND ON SITE**

The Contractor shall not use on the works any materials found on the site without the prior written consent of the manager. No material that is lying on the site (other than that from this contract) or on Transnet freight rail's property may be removed (even if deemed as scrap) by the contractor.

NB!!!!

No scrap or any material of value may be removed from the site without written authority of the Project Manager.

- **CLEARING OF SITE**

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

- **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.

- **SAFETY PRECAUTIONS AND INSURANCE**

Damage to Transnet freight rail Assets and liability, the contractor shall provide the insurance for the following: -

Public Liability;

No burning of any kind shall be allowed

- **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

- **REQUIREMENTS FOR THE PROJECT**

The following are the **minimum requirements** necessary to successfully execute the required work / project:

- **Suitable Vehicle to transport personnel, material and equipment**
- **1 x Chainsaw**
- **7 x Weed Eaters / Edge Cutters**
- **1 x team of at least 7 workers plus one supervisor**

- **GENERAL**

- Containers and residual material will not be disposed of on Transnet property or as part of Transnet refuse but at a legal municipal dumpsite.
- The site plan to be used is a sketch plan and is not to scale.
- All quantities and measurements to be check on site by tenderer
- After every service the technical officer must sign the invoice off that the work was satisfactory completed and done in accordance with the specification.

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

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



<b><u>RFQ FOR THE PROVISION OF:</u></b>	<b>ERF CLEANING AND CLEARING SERVICES TO THE TFR DEPOT AT THE COEGA MARSHALLING YARD IN PORT ELIZABETH</b>
<b><u>CLOSING VENUE:</u></b>	<b>TRANSNET SOC LIMITED SECRETARIAT OF THE ACQUISITION COUNCIL, ADMIN SUPPORT OFFICE TENDER BOX, GROUND FLOOR FOYER, FC STURROCK BUILDING, FLEMING STREET, PORT ELIZABETH</b>
<b><u>CLOSING DATE &amp; TIME:</u></b>	<b>16 AUGUST 2016 @ 12h00</b>
<b><u>VALIDITY PERIOD:</u></b>	<b>90 (NINETY) DAYS</b>

**SECTION 2****EVALUATION CRITERIA AND RETURNABLE DOCUMENTS****11 EVALUATION CRITERIA**

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

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria if any must be met and whether the Bid materially complies with the scope and/or specification given:
<b>Functionality Threshold</b>	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPEA), 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>50%</b> . The technical evaluation will be as follows: <b>Method Statement</b> (Complete work plan w.r.t. the required specification) <ul style="list-style-type: none"> <li>• <b>Technical Capacity/Resources</b> (Detailed breakdown i.r.o. team, vehicles, equipment and experience)</li> <li>• <b>Delivery Schedule</b> (Confirmation on duration and work rate per service)</li> <li>• <b>Health &amp; Safety Plan</b> (Submission of a detailed health and safety plan)</li> </ul>
<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>

**12 Validity Period**

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

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

**13 Disclosure of Prices Quoted**

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

YES  NO

**14 Returnable Documents**

**Returnable Documents** means all the documents, Sections and Annexures, as listed 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:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 : Quotation Form	
<b>Method Statement:</b> (Submit a complete work plan w.r.t. the required specification)	
<b>Technical Capacity &amp; Resources:</b> (Submit a detailed breakdown i.r.o. team, vehicles, equipment and experience)	
<b>Delivery Schedule:</b> (Confirmation of duration and work rate per service)	
<b>Health &amp; Safety Plan:</b> (Submission of a detailed health and safety plan)	

- 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 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- SECTION 5 : Certificate of Attendance – Briefing Session & Site Visits	
- 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	

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
ANNEXURE B - E7/1 Specification for work on, over, under or adjacent to railway lines and near high voltage equipment	
ANNEXURE C - Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act; Act 85 of 1993 and regulations	
ANNEXURE D – Site Plan/Photo	
VALID LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	

**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 Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

Respondents to complete this section:

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

.....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

### 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 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.

PREVIEW COPY

**Price Schedule**I/We quote as follows for the service required at the Coega Marshalling Yard, excluding VAT for **Year 1**:

<b>ERF CLEANING – COEGA MARSHALLING YARD</b>				
<b>Description of Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price (ZAR)</b>	<b>Total Price (ZAR)</b>
Provision of ERF cleaning and clearing at <b>Coega Marshalling Yard</b> as per required specification. <b>Area to be cleaned = 400 000 m<sup>2</sup></b>	Per Service			
<b>Gross Total (Excluding VAT) :</b>			<b>R</b>	
<b>VAT (If Applicable)</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	
<b>ADDITIONAL EXPENSES</b>				
<b>Description of Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Total Price (ZAR)</b>	
Sundries	Sum	1		
Safety/Risks	Sum	1		
<b>Gross Total (Excluding VAT)</b>			<b>R</b>	
<b>VAT (If Applicable)</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	

Time period to complete the required work per service to all sites: \_\_\_\_\_ [working days]

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

I/We quote as follows for the service required at the Coega Marshalling Yard, excluding VAT for **Year 2**:

<b>ERF CLEANING – COEGA MARSHALLING YARD</b>				
<b>Description of Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price (ZAR)</b>	<b>Total Price (ZAR)</b>
Provision of ERF cleaning and clearing at <b>Coega Marshalling Yard</b> as per required specification. <b>Area to be cleaned = 400 000 m<sup>2</sup></b>	Per Service	6		
<b>Gross Total (Excluding VAT) :</b>			<b>R</b>	
<b>VAT (If Applicable)</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	
<b>ADDITIONAL EXPENSES</b>				
<b>Description of Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Total Price (ZAR)</b>	
Sundries	Sum	1		
Safety/Risks	Sum	1		
<b>Gross Total (Excluding VAT) :</b>			<b>R</b>	
<b>VAT (If Applicable)</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	

**Time period to complete the required work per service to all sites:** \_\_\_\_\_ [working days]

**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.
- All prices must be inclusive of all required materials, equipment, consumables and labour.

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

**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. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
  - 2.1. General Bid Conditions;
  - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 2.3. Supplier Integrity Pact;
  - 2.4. Non-disclosure Agreement; and
  - 2.5. Vendor Application Form and all supporting documents (first time vendor only)  
Alternatively, for all existing vendors, please provide vendor number(s) here:

<b>Transnet Operating Division</b>	<b>Unique Vendor Number</b>	<b>Yes / No</b>
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

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: \_\_\_\_\_

**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. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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



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

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

**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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 _____

**Section 5**

**CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION & SITE VISIT**

It is hereby certified that -

1. ....

2. ....

Representative(s) of .....

*(name of company)*

attended the information briefing session in respect of the proposed service to be rendered in terms of this RFQ on .....2016.

.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

**PREVIEW COPY**

**RFQ FOR THE PROVISION OF  
ERF CLEANING AND CLEARING SERVICES TO THE TFR DEPOT AT THE COEGA  
MARSHALLING YARD IN PORT ELIZABETH**

**RFQ: PTH/53942**

**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. GENERAL DEFINITIONS**

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

- 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.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended 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 of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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

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

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

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

**5.2 Subcontracting:**

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

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the 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

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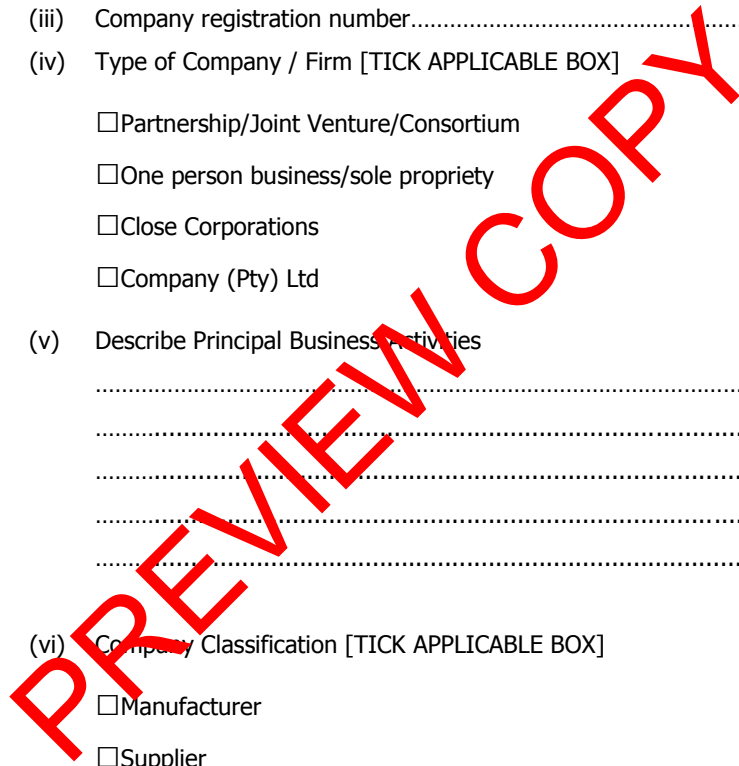
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(vi) Company Classification [TICK APPLICABLE BOX]

- 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 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
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DATE:.....

COMPANY NAME: .....

ADDRESS: .....