



**SCHEDULE OF BID DOCUMENTS**

<b>Section No</b>	<b>Page</b>
SECTION 1: SBD1 FORM.....	3
SECTION 2: NOTICE TO BIDDERS .....	5
1 INVITATION TO BID.....	5
2 FORMAL BRIEFING.....	6
3 PROPOSAL SUBMISSION.....	6
4 RFP INSTRUCTIONS .....	6
5 JOINT VENTURES OR CONSORTIUMS .....	6
6 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA .....	7
7 COMMUNICATION .....	7
8 CONFIDENTIALITY .....	7
9 COMPLIANCE .....	7
10 EMPLOYMENT EQUITY ACT .....	8
11 DISCLAIMERS .....	8
12 LEGAL REVIEW .....	8
13 SECURITY CLEARANCE .....	9
14 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE.....	9
15 TAX COMPLIANCE .....	9
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS .....	10
SECTION 4: PRICING AND DELIVERY SCHEDULE .....	33
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS.....	41
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS .....	46
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM .....	47
SECTION 8: RFP CLARIFICATION REQUEST FORM .....	52
SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM .....	53
SECTION 10: SBD 5.....	58
SECTION 11: PROTECTION OF PERSONAL INFORMATION .....	61

**RFP ANNEXURES:**

ANNEXURE A: MASTER AGREEMENT

ANNEXURE B: TRANSNET'S GENERAL BID CONDITIONS

ANNEXURE C: TRANSNET'S SUPPLIER INTEGRITY PACT

ANNEXURE D: NON-DISCLOSURE AGREEMENT

**RFP FOR THE PROVISION OF CUTTING AND SPRAYING OF VEGETATION CONTROL IN YARDS FOR KRUGERSDORP, HEIDELBERG; ISANDO EAST AND VEREENIGING DEPOTS FOR A PERIOD OF TWELVE (12) MONTHS**

**SECTION 1: SBD1 FORM**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	HOAC-HO-38230	ISSUE DATE:	28 November 2022	CLOSING DATE:	13 December 2022	CLOSING TIME:	10:00AM
DESCRIPTION	PROVISION OF CUTTING AND SPRAYING OF VEGETATION CONTROL IN YARDS FOR KRUGERSDORP, HEIDELBERG; ISANDO EAST AND VEREENIGING DEPOTS FOR A PERIOD OF TWELVE (12) MONTHS.						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED</b> (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Mohale Rapetswa			CONTACT PERSON	Mohale Rapetswa		
TELEPHONE NUMBER	011 584 0944			TELEPHONE NUMBER	011 584 0944		
FACSIMILE NUMBER	n/a			FACSIMILE NUMBER	n/a		
E-MAIL ADDRESS	Mohale.rapetswa@transnet.net			E-MAIL ADDRESS	Mohale.rapetswa@transnet.net		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

Respondent's Signature

Date & Company Stamp

<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>			
<b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>			

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: \_\_\_\_\_

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

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

**SECTION 2: NOTICE TO BIDDERS****1 INVITATION TO BID**

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

<b>DESCRIPTION</b>	<b>PROVISION OF CUTTING AND SPRAYING OF VEGETATION CONTROL IN YARDS FOR KRUGERSDORP, HEIDELBERG; ISANDO EAST AND VEREENIGING DEPOTS FOR A PERIOD OF TWELVE (12) MONTHS [the Goods/Services]</b>
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>Click on "Tender Opportunities";</li> <li>Select "Advertised Tenders";</li> <li>In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
<b>COMMUNICATION</b>	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>CLOSING DATE</b>	<p><b>10:00 am on Thursday 13 December 2022</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><b><i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></b></p>
<b>VALIDITY PERIOD</b>	<p><b>05 September 2023 (180 Business Days from Closing Date)</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>

	With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

## 2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 7 [Communication] below:

## 3 PROPOSAL SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website/ Portal ([transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)) Please use **Google Chrome** to access Transnet link/site);
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

## 4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture **[JV]** or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement

has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

## 6 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

### 6.1. Exempted Micro Enterprises & Qualifying Small Enterprises

Transnet has set a prequalification criterion that only Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises with the minimum B-BBEE threshold in this instance is a B-BBEE Level 1, may participate in this RFP process. A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid.

## 7 COMMUNICATION

- 7.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [[mohale.rapetswa@transnet.net](mailto:mohale.rapetswa@transnet.net)] before **12:00 pm on 08 December 2022**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 7.2 After the closing date of the RFP, a Respondent may only communicate with the Prudence Nkabinde (BEC chairperson), at telephone number 011-584-0821, email [Prudence.nkabinde@transnet.net](mailto:Prudence.nkabinde@transnet.net) on any matter relating to its RFP Proposal.
- 7.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 7.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

## 8 CONFIDENTIALITY

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

## 9 COMPLIANCE

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

**10 EMPLOYMENT EQUITY ACT**

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

**11 DISCLAIMERS**

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 11.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 11.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 11.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 11.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 11.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 11.6 split the award of the contract 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;
- 11.7 cancel the bid process;
- 11.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 11.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 11.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 11.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 11.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

**12 LEGAL REVIEW**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.



**13 SECURITY CLEARANCE**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

**14 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

***For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.***

**15 TAX COMPLIANCE**


Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.










The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**  
**TIP-OFFS ANONYMOUS:**

 **Ethics Helpdesk (Pty) LTD.**  
Ethics Management Systems™

You can choose to be Anonymous or Non-Anonymous on ANY of the platforms  
**PLEASE RETAIN YOUR REFERENCE NUMBER**

				
	<p><b>AI Voice Bot "Jack"</b> Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p><b>What's App</b> Speak to an Agent via What's App.</p>	<p><b>Speak to an Agent</b> Speak to an Agent via the platform with no call or data charge</p>	<p><b>Telegram</b> Speak to an Agent via Telegram</p>
 <b>0800 003 056</b>	 <b>086 551 4153</b>	 <b>reportit@ethicshelpdesk.com</b>	 <b>*120*0785980808#</b>	

### **SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

#### **1 BACKGROUND**

Brief description of the goods or service required and the reason(s) for the proposed acquisition:

Transnet Freight Rail (TFR) seeks to appoint capable service provider/s for cutting and spraying of vegetation in yards. This procurement event is to make sure that vegetation control in the yards is controlled and there are no dead remaining that will prohibit the shunting movement in the yards, and it must be kept to the standard until the end of the contract as stipulated in the specification.

#### **2 EXECUTIVE OVERVIEW**

Whereas Transnet is seeking a partner(s) to provide solutions for its vegetation control in the yard for Krugersdorp depot, Heidelberg depot, Isando East depot and Vereeniging depot, it also seeks to improve its current processes for providing these Services to its end user community throughout its locations.

The selected Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Service provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Service provider with respect to supply/provision of Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

### **3 SCOPE OF REQUIREMENTS**

Vegetation Control in Yards – 1 year  
Technical Contract Specifications



**VEGETATION CONTROL IN YARDS**

**TECHNICAL CONTRACT SPECIFICATIONS**

Vegetation Control in Yards – 1 year  
Technical Contract Specifications**CONTENTS**

1	SCOPE OF WORK .....	3
2	SUFFICIENCY OF TENDER.....	3
3	DURATION OF CONTRACT.....	3
4	PERFORMANCE BOND .....	3
5	LOCATION OF THE WORKS .....	4
6	TO PROVIDED BY TRANSNET FREIGHT RAIL.....	4
7	TO BE PROVIDED BY THE SUPPLIER .....	4
8	EXISTING SERVICES .....	5
9	MANAGEMENT OF THE WORKS.....	5
10	PRICING INSTRUCTIONS .....	8
11	PRICE ADJUSTMENT FOR INFLATION.....	10
12	ENVIRONMENTAL REQUIREMENTS .....	10
13	DEFINITIONS .....	11
14	METHOD OF VEGETATION CONTROL .....	13
15	STANDARDS OF WORKMANSHIP FOR INDIVIDUAL WORKLOTS.....	13
16	MANUAL REMOVAL OF VEGETATION.....	14
17	REMEDIAL WORK.....	14
18	OVERALL CONTROL .....	14
19	GENERAL SPECIFICATIONS .....	15

## 1 SCOPE OF WORK

- 1.1 This contract covers the control of vegetation in mainly yards including listed invasive plants, by means of herbicide on Transnet property, to the extent that areas treated chemically or otherwise in terms of this Contract are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.
- 1.2 The essence of the Contract is that Transnet Freight Rail requires the control of living vegetation and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the Contract are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks or other areas included in the Contract.
- 1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the Supplier. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Supplier to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Supplier of his/her responsibility for satisfactory control of vegetation.
- 1.4 Failure to comply with the minimum performance proposed by the Supplier in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the Contract.
- 1.5 The Supplier must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area and must also determine the best method to control the vegetation.
- 1.6 The performance due by the Supplier shall include any work arising from or incidental to the above or required of the Supplier for the proper completion of the Contract in accordance with the true meaning and intent of the Contract documents.

## 2 SUFFICIENCY OF TENDER

- 2.1 The Contract will only be awarded to a Supplier who has the required experience in the application of herbicides in Southern Africa as stipulated in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947.

## 3 DURATION OF CONTRACT

- 3.1 The work provides for the control of vegetation in mainly yards for commencement on the date of notification of acceptance of tender with Transnet Freight Rail for 1 year. The start and completion date of the Contract must be aligned with the start of the annual rainy season for the areas as specified in the schedule of quantities not exceeding 12 months (as per clause 13.4)

## 4 PERFORMANCE BOND

- 4.1 Transnet Freight Rail requires a Performance Bond of 5% of the total value of the Contract as security for the due and faithful performance by the Supplier of all the duties and obligations

resting upon and assumed by him in terms of the Contract.

The Performance Bond is to be returned to the Supplier upon completion of the Contract after certification from the Project Manager that all Contract requirements have been met

## **5 LOCATION OF THE WORKS**

- 5.1 The location of the works is as indicated in the Schedule of Quantities in the geographical area controlled by the Depot Engineering Manager.
- 5.2 Transnet Freight Rail's representative will provide one-copy schematic diagrams to the successful Supplier, indicating the areas to be treated.

## **6 TO PROVIDED BY TRANSNET FREIGHT RAIL**

- 6.1 The following material, equipment and services will be provided free of charge by Transnet Freight Rail where required:
  - 6.1.1 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Supplier shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use. These water points may be up to 200km apart.
  - 6.1.2 Road vehicle accessibility via service roads to the work site is not always possible.
  - 6.1.3 Inspections of the areas of work by motor trolley may be arranged with the Project Manager's Deputy, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Project Manager's Deputy shall be given timeous notice (4 calendar weeks) of the Supplier's intention to inspect.
- 6.2 Plant and Material
  - 6.2.1 Any plant and/or equipment provided to the Supplier at the beginning of the Contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Supplier, or the value thereof will be deducted from moneys falling due to him/her.
  - 6.2.2 The Supplier shall provide written certification of compliance with specification of any materials (chemical) or equipment supplied by him / her.

## **7 TO BE PROVIDED BY THE SUPPLIER**

- 7.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Supplier shall provide all accommodation and toilet facilities for his/her employees.
- 7.2 The Supplier shall provide safe and secure storage facilities for all herbicides brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such herbicide.

Vegetation Control in Yards – 1 year  
Technical Contract Specifications

site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Schedule of Quantities completed for each day shall also be recorded and signed off by both Transnet Freight Rail (TFR) and the Supplier at the end of each day. This site diary shall also serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.

- 9.2.3 Only persons authorised in writing by the Project Manager or Supplier may make entries in the site books.

### 9.3 PROGRAMME OF WORK

- 9.3.1 The Supplier shall undertake the detailed planning and programming of the entire vegetation control operation and shall submit this with the tender document. The programme shall be aligned with the commencement of the annual rainy season.
- 9.3.2 The Supplier shall within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be start with the initial treatment as submitted with the tender document.
- 9.3.3 The items listed below will form part of the evaluation criteria during tender evaluation. The particulars to be provided in respect of the Supplier's vegetation control programme shall include but not be limited to the following:
- 9.3.3.1 An undertaking that all spraying equipment will be ready for operation and that the spraying can commence timeously, to comply with requirements of the contract.
- 9.3.3.2 An assessment, based on a proper site investigation of the nature and types of vegetation (a list) to be controlled in the Contract area.
- 9.3.3.3 A schedule of the plant and equipment dedicated to this project and available while on site.
- 9.3.3.4 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the Contract,
- 9.3.3.5 The herbicides to be applied, design mixes, rates of application and the timing and number of applications.

A list of registered products to be used in the work, supported by specimen labels and material safety data sheets, indicating:

- Trade name
- Generic name
- Registration Number
- Ingredients (type and content) as shown on the label
- Application rates

- 9.3.3.6 The methods and procedures to be implemented in the handling of herbicides pertaining to health and safety, quality control, protection of third parties and security,



Vegetation Control in Yards – 1 year  
Technical Contract Specifications

- 9.3.4 The Supplier shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work;
  - monitoring the standard of weed control achieved;
  - identifying any damage or hazards which may have been caused by the weed control operation, and
  - planning of timeous execution of remedial work where control is not being achieved.
- 9.3.5 The Supplier's programme shall allow for the initial application of herbicides to coincide with the rainy season, for achieving maximum success. **The programme shall be completed in the shortest possible time as indicated in the delivery schedule in the technical evaluation criteria.**
- 9.3.5.1 The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities.
- 9.3.5.2 Failure by the Supplier to deliver on what was stated by him/her in the tender document shall constitute a material breach of Contract by the Supplier, which will entitle the Employer to act in terms of the Standard Terms and Conditions of Contract for the provision of services to Transnet.
- 9.3.5.3 In addition to the annual programme provided the Supplier shall submit daily working programmes to the Project Manager's Deputy, 7 days in advance of the next working week, indicating the specific areas where the Supplier will be working each day of the week. Failure by the Supplier to submit a daily programme and/or deviating from it without notifying the Project Manager's Deputy, preventing him/her from monitoring the Supplier's performance, may result in payment for such work being withheld.
- 9.3.5.4 It is required that for the duration of the Contract that the supplier shall base his / her work programme on the provision of a minimum of 2 fully operational teams, to commence work at different locations as will be indicated by the Project Manager's Deputy.
- 9.4 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.
- 9.5 PERFORMANCE MONITORING INSPECTIONS
- 9.5.1 The Supplier shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 9.5.2 The Project Manager's Deputy shall at any time during the application periods carry out inspections of the Supplier's performance methods and procedures. He/she may at any time take samples of the herbicide applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Supplier



and he/she may be ordered by the Project Manager's Deputy to re-treat entire worklots or sections where such herbicide were applied.

9.5.3 The Project Manager's Deputy will carry out **four** official inspections for the entire duration of the contract (as per clause 9.3.1 and 13.4) of the works. For the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Supplier shall be present or forfeit his/her right to dispute the measurements and evaluation of the Project Manager's Deputy.

9.5.4 The first inspection will take place after the completion of the entire initial works of the **1<sup>st</sup> season** (as per clause 9.3.1, 9.3.5 and 13.4). Periodic visits from the Project Manager's Deputy will occur with the aim of evaluating work done during the initial spraying programme. With each visit the site diaries will be signed by the Project Manager's Deputy and the Supplier's Supervisor on site.

9.5.5 The second inspection shall be done at 4 months after the start date of the contract and after the Supplier has notified the Project Manager's Deputy that control as specified has been achieved or clear signs are evident that control is in the process of being achieved.

9.5.6 The third inspection shall be done at, or within 8 months after the start date of the contract and after the Supplier has notified the Project Manager's Deputy that control as specified has been achieved.

9.5.7 The fourth inspection shall be done at, or within 11 months after the start date of the contract and after the Supplier has notified the Project Manager's Deputy that control as specified has been achieved..

9.5.8 During each of these inspections the worklots treated will be evaluated. No rejected worklots will be applicable to the 1<sup>st</sup> inspection and payment will be based on work completed.

From the 2<sup>nd</sup> inspection until the last inspection for this contract a worklot that does not comply with the specified level of control will be recorded as a "rejected worklot". The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection in that particular year.

The rejection by the Project Manager's Deputy of work performance may be contested by the Supplier only at the time and place of rejection.

The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Supplier may execute further remedial work in order to achieve control at further and final inspections.

9.5.9 In the case where the Project Manager's Deputy and the Supplier fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Supplier shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures.

## 10 PRICING INSTRUCTIONS

Vegetation Control in Yards – 1 year  
Technical Contract Specifications

## 10.1 GENERAL

- 10.1.1 The prices and rates must cover all costs and expenses that may be required for the execution of the works.
- 10.1.2 The quantities set out in the Schedule of Quantities are estimated and may be more or less than stated. The Supplier shall submit with the tender a complete and detailed priced Schedule of Quantities (prepared in black ink) for the Works.
- 10.1.3 Each item shall be priced by the Supplier. If the Supplier has omitted to price any items in the Schedule of Quantities, the tender will be regarded as non-responsive.
- 10.1.4 Payment for this Contract shall be based on the Schedule of Quantities and the payment will be made in accordance with the rates tendered in the Schedule of Quantities.

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

The short descriptions of the items in the Schedule of Quantities are for identification purposes only.

Items classified as "provisional worklots" in the Schedule of Quantities indicate that there is no certainty about the amount of work, which will be required. In this Contract the provisional items, where applicable, are for the treatment of areas, which are not necessarily treated annually. These areas will be measured per provisional worklot as defined in clause 13.3.2 and stated in the Schedule of Quantities. The standard of control for individual worklots shall apply.

## 10.2 PAYMENT

- 10.2.1 Payment will be based on the numbers of worklots treated as instructed by the Project Manager's Deputy and to which the Supplier successfully applied the vegetation control measures and has achieved the standard of control defined in Clause 13.2 and 14.
- 10.2.2 No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.
- 10.2.3 Measurement and payment for the work completed will be made in 4 stages.
- 10.2.3.1 After completion of the initial spraying of the entire contract area the Project Manager's Deputy and the Supplier will determine the work completed (number of worklots sprayed). The Supplier will thereafter receive payment at 30% of the rates tendered for all of the completed work. This will be conducted in accordance with Clause 9.5.4 the 1st official inspection.

- 10.2.4 The 2<sup>nd</sup> payment will be conducted in accordance with Clause 9.5.5 concurrent with the 2<sup>nd</sup> official inspection. The Supplier will thereafter receive payment at 20% of the rates tendered for all worklots where control as specified has been achieved or clear signs are evident that control or is in the process of being achieved.
- 10.2.5 The 3<sup>rd</sup> payment will be conducted in accordance with Clause 9.5.6 concurrent with the 3<sup>rd</sup> official inspection. The Supplier will thereafter receive payment at 30% of the rates tendered for all worklots where the required standard of control has been achieved.
- 10.2.6 The 4<sup>th</sup> payment will be conducted in accordance with Clause 9.5.7 concurrent with the 4<sup>th</sup> official inspection. The Supplier will thereafter receive payment at 20% of the rates tendered for all worklots where the required standard of control has been achieved.

## 11 PRICE ADJUSTMENT FOR INFLATION

- 11.1 A price adjustment factor will not be applicable to this contract.

## 12 ENVIRONMENTAL REQUIREMENTS

- 12.1 The Supplier's procedures for the procurement, storage, handling, transportation, application and general use of herbicide shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:
- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
  - b) The Hazardous Substance Act (Act 15 of 1973) as amended.
  - c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).
  - d) The National Environmental Management Act (Act 107 of 1998).
  - e) The National Environmental Management Biodiversity act (Act 10 of 2004).
  - f) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
  - g) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
  - h) Common law of nuisance.
  - i) Mountain Catchment Area Act (Act 63 of 1970).
  - j) The National Veld and Forest Fire Act (Act 101 of 1989)
  - k) National Forest Act, act no. 84 of 1998.
  - l) National Environmental Management: Waste Act, Act no. 59 of 2008.
- 12.2 The Supplier's authorised representative on site shall be a **registered Pest Control Operator**, specialising in the field of **industrial weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.
- In the event of work taking place on numerous sites at the same time, the Supplier must ensure that there is a registered Pest Control Operator on each site.
- If a different Pest Control Operator from the one provided in the tender document is allocated to a specific team the Project Manager's deputy must be notified in writing together with a copy of a valid Pest control Operator certificate.
- 12.3 Certified copies of valid Pest Control Operators registration certificates of the supervisory staff

that are accountable for the works in this tender. The name of the Pest Control Operator must be linked in the staffing structure to a specific team responsible for spraying.

- 12.4 A comprehensive Environmental Management plan including but not restricted to proof of reasonable measures to minimise impacts on the environment.

#### 12.5 DAMAGE TO FAUNA AND FLORA

- 12.5.1 The Supplier shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed.

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

- 12.5.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful herbicide and pollutants.

The Supplier shall institute and maintain procedures for the safe disposal of all herbicide and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

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

### 13 DEFINITIONS

- 13.1 **Project Manager's Deputy.** Any person appointed by the Employer to deputise for him / her in supervising and carrying out the Contract.

#### 13.2 CONTROL

- 13.2.1 Control is achieved when all existing or potential growth of vegetation is permanently impaired or destroyed by the application and effects of herbicide, to the extent that:

- The constituent parts of all plants occurring within the area of treatment (worklots) cease to exist as living organisms or entities; and
- the development of new growth of plants from dormant seeds is effectively counteracted or suppressed, for at least the growing season of the year in question; and
- there are no dead or dry remains of any vegetation within the treated area (worklot), which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.

- 13.2.2 Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an *on-going basis* and not only at the time of measurement and payment inspections.

**13.3 WORKLOTS**

13.3.1 A WORKLOT is a subdivision of any area on which the Supplier shall control vegetation.

- In the case of yards and areas of a worklot will be areas of 300m<sup>2</sup> each.
- Worklots in yards, depots/areas are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 300 square metres.
- In yards, depots/areas where control is required worklots may be irregular in shape. For inspection and payment purposes, worklots shall be physically measured where necessary. In such instances the Project Manager's Deputy shall decide in advance and advise the Supplier accordingly, of the method of measurement to be adopted in any particular area.
- In yards, depots/areas worklots will normally be measured parallel to the main direction of the track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.
- A worklot for cable routes will normally be areas of 0.75m wide on both sides and parallel to the cable route and 200m long.

13.3.2 However, if any provisional worklot has been sprayed under this Contract the previous year and the same worklot is again sprayed the next year, payment for the second and consecutive years sprayed would be at the normal rate applicable for that area and the work would be considered as additional work to the Schedule of Quantities.

**13.4 ANNUAL RAINY SEASON**

13.4.1 A season is a division of the year and for the purpose of this document the first and second season falls into two different years and coincides with the rainy season for that year for the area as specified.

13.4.2 The rainy season is the time of the year when most of the specified area's average rainfall occurs.

13.5 Formation is the finished earthworks surface upon which the track is laid.

13.6 Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

13.7 Listed invasive plants means any invasive plant species listed in terms of section 70(1) of the National Environmental Management; Biodiversity act, Act 10 of 2004, as well as declared weeds and invader plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.

13.8 Spraying means the even and uniform application of herbicide at the rate specified and applies to liquid, granular or any other formulation.



**14 METHOD OF VEGETATION CONTROL**

- 14.1 The Supplier's methods and program shall provide rapid and effective control in all areas. Techniques, programming and herbicide employed shall therefore be directed at this aim. The Supplier shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the Contract.
- 14.2 Where an herbicide approach to vegetation control is adopted, hoeing (skoffel) and slashing of live vegetation will not be allowed as a method of achieving control. Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only, shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in 15.2 will be permitted.
- 14.3 Vegetation control in terms of the Contract will normally be required in respect of the yards. The type of herbicides and the methods of application to be employed are as specified in the applicable returnable documents (Clause 9.3) and are subject to the approval of, and monitoring by the Project Manager's Deputy.
- 14.4 If the Supplier uses different herbicides from those approved by the Project Manager's Deputy as contained in the tender document, approval shall first be obtained in writing for use of other herbicides.
- 14.5 Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.
- 14.6 Any deviation from the method of work submitted as per the applicable returnable document (Clause 9.3) by the Supplier shall be subject to the approval of the Project Manager's Deputy.
- 14.7 During the course of the Contract the Project Manager reserves the right to advise the Supplier on the active ingredients utilised to minimize the risk for the weeds to develop resistance to certain herbicides.

**15 STANDARDS OF WORKMANSHIP FOR INDIVIDUAL WORKLOTS**

- 15.1 Vegetation control shall be such that there is no live vegetation growth (including creepers) exceeding 150mm in any dimension, occurring in the worklot, nor more than fifteen (15) live plants of any lesser size.

This excludes overhanging canopy growth of plants: -

- (a) with rootstock established entirely outside the worklot.
- (b) with rootstock established on the boundary of the worklot, provided that:
  - control was achieved over the remainder of the worklot.
  - a clear spray line is visible, showing that herbicide was effectively applied over the entire surface of the worklot.
  - the Supplier took the presence of such growth into account and that the choice of herbicides use was adjusted accordingly.
  - The boundary concerned is not the boundary of an adjoining worklot.

Vegetation Control in Yards – 1 year  
Technical Contract Specifications

This exception does not apply in the case of creeping grasses (e.g. *Cynodon*) with nodal rooting within the worklot even though such growth may originate from a plant outside the worklot.

- 15.2 In addition, there shall be no dry or dead remains of vegetation within the worklot greater than 150mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Project Manager's Deputy.

## 16 MANUAL REMOVAL OF VEGETATION

- 16.1 No felling or hoeing of vegetation will be allowed during the two months preceding final inspection. Herbicides may not be applied 2 weeks preceding final inspection for a season or a year's program. All lots where such hoeing and felling or herbicides application were done will be rejected.
- 16.2 For this Contract, the Supplier should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices, includes all work necessary to achieve the required control, e.g. mechanical control, slashing and removal of debris before or just after spraying. The intention to slash and remove should be cleared with the Project Manager's Deputy prior to work starting.

## 17 REMEDIAL WORK

- 17.1 The Supplier shall carry out remedial work to all worklots where control has not been achieved, prior to the official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet Freight Rail operations, from the treated worklots.
- 17.2 The Project Manager's Deputy may, at any time after the first measurement order the Supplier to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Project Manager's Deputy for his/her approval. Failing to do so the Project Manager's Deputy may arrange for such action to be carried out by others at the cost of the Supplier.
- 17.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.
- 17.4 Fire may not be used as a method of vegetation control or as a method of remedial action.

## 18 OVERALL CONTROL

- 18.1 Material breach or penalty if does not spray entire contract area
- 18.2 The overall standard of control to be achieved by the Supplier over the Contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

$$\text{Overall Control} = \frac{(\text{Worklots treated} - \text{Worklots rejected})}{\text{Worklots treated}} \times 100$$

14

Amended: 5 April 2017

Vegetation Control in Yards – 1 year  
Technical Contract Specifications

18.3 The standard of "Overall Control" (service level table) to be provided on each district by the Supplier shall be:

YEAR	1
Minimum % of the total work, which shall comply, with the standard of control for individual work-lots.	80

18.4 Failure by the Supplier to achieve the standard of "Overall Control" shall constitute a material breach of Contract by the Supplier, which will entitle the Employer to act in terms of the Standard Terms and Conditions of Contract for the provision of services to Transnet.

## 19 GENERAL SPECIFICATIONS

### 19.1 WORK SPECIFICATIONS

#### 19.1.1 Standard Specifications.

The following standard Specifications will be applicable to this Contract:

#### SANS 1200A – General

SABS Code of Practices no 0206-1983 "Safety procedures for the disposal of surplus pesticides and associated toxic waste."

19.1.2 The following Transnet Generic Specifications will be applicable to this Contract:

- E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations.
- E7/1 (July 1998): Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment.

### 19.2 HEALTH AND SAFETY

19.2.1 The Supplier shall at all time comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition).

19.2.2 The Supplier shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Supplier must conduct his own formal risk assessment to identify all risks. The Supplier is to clearly indicate in his tender submission the processes and procedures he intends implementing to mitigate the total of all these risks: e.g.

- Working with herbicides
- live OHTE
- Executing work on one line while a normal train service is running on adjacent line/s
- Sanitation and refuse disposal as a threat to the environment.

19.2.3 The Supplier shall be responsible to ensure the use of only technically competent trained staff on all types of work. The Supplier will have to ensure that the Supplier's personnel



Vegetation Control in Yards – 1 year  
Technical Contract Specifications

operating his/her own locomotives, haulage equipment, road rail vehicles or any other track vehicles on Transnet Freight Rail lines undergo a Transnet Freight Rail Operating course and also receive a certificate of track section competency. This cost is to be borne by the Supplier.

- 19.2.4 The Supplier shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.
- 19.2.5 The Supplier shall be responsible to ensure that site staff are always competently trained with regards to Electrical Awareness Training.
- 19.2.6 The Supplier shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area Project Manager's Deputies and Contract 'supervisors' site staff are always competently trained with regards to PWC Electrical Educational Training.
- 19.2.7 The Supplier shall also be responsible to ensure that Contract managers in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).
- 19.2.8 The Supplier shall ensure that all his employees undergo medical surveillance where required by legislation.
- 19.2.9 Non-compliance with safety requirements will result in an immediate suspension of work without payment.
- 19.2.10 Where training is required by the Supplier, Transnet Freight Rail (TFR) is committed to provide training, the Supplier shall qualify his tender as to what and how many staff, training will be required for. After award of the Contract, the Supplier shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Project Manager's Deputy, for this training / testing.

*The following training shall be arranged for the following Suppliers staff:*

Course	Objective	Duration & trainer	Grade to attend
A) <b>Awareness</b> (Electrical)	To inform all Suppliers staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two hour on-the-job lecture and training. <b>Accredited Electrical trainer / Depot's Electrical Supervisor</b>	<ul style="list-style-type: none"> <li>• All workers and staff working on the Contract</li> </ul>

The electrical awareness training must be arranged for beforehand on-the-job.

The electrical educational and competency training may be arranged for at either a depot's lecture room's (Transnet Freight Rail (TFR) property), or at a venue of the Suppliers choice (Suppliers cost).

### Additional Information

The preferred bidder(s) to note that as the specification, for the areas they have selected, they will be required to provide the following based on the number of teams required:

- Two (2) Pest Control Operator Certificate (Vegetation Control)
- Eight (8) Brush Cutter Certificate
- Two (2) Chainsaw Certificate

**Bidders are to note that they are allowed to bid for one or more areas.**

**Bidders must indicate which area they intend to bid for by ticking on the table:**

AREA	INDICATOR
Vereeniging Depot	
Krugersdorp Depot	
Isando East Depot	
Heidelberg Depot	

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Respondent's Signature

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Date & Company Stamp

**4 GREEN ECONOMY / CARBON FOOTPRINT**

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

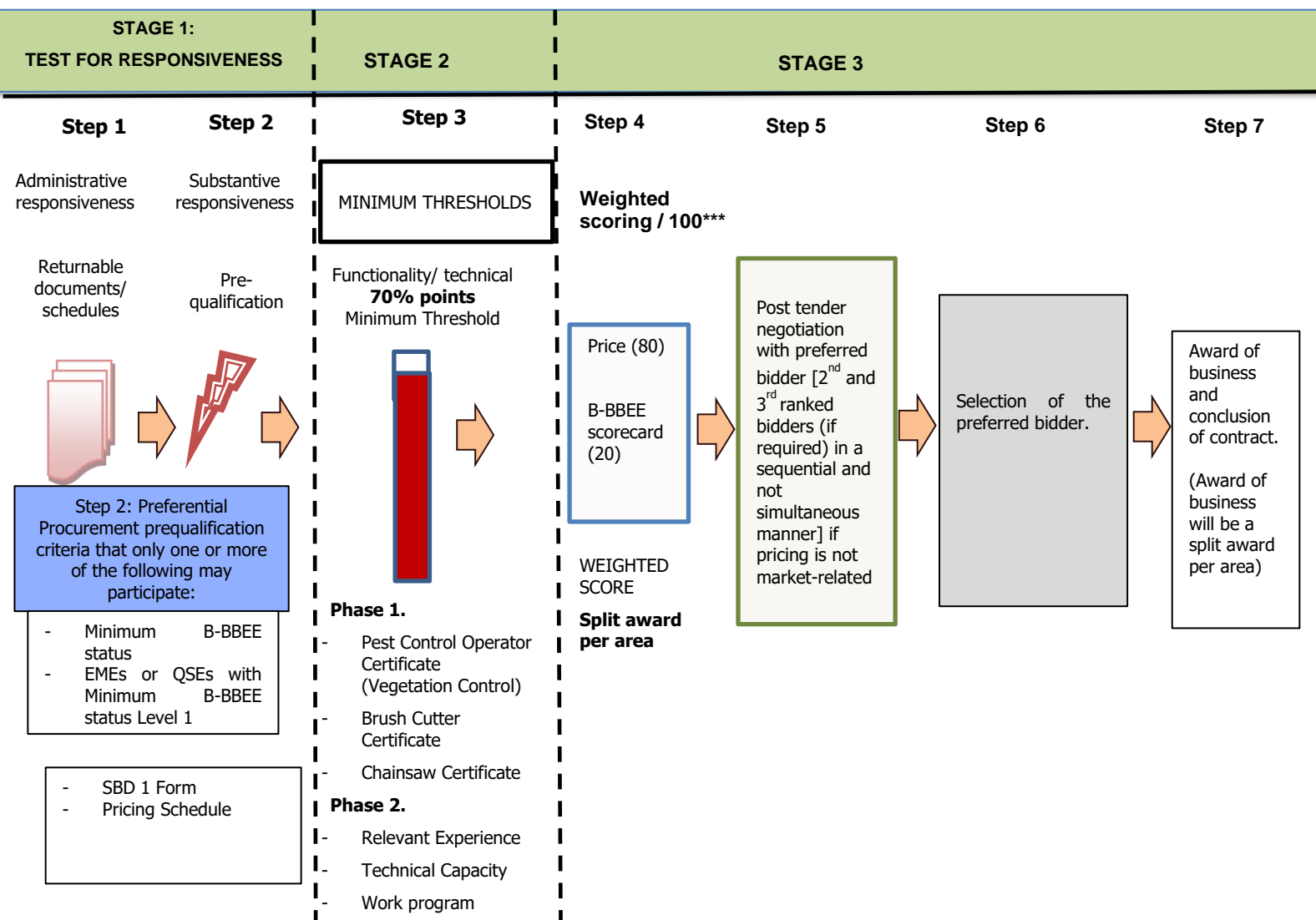
**5 GENERAL SERVICE PROVIDER OBLIGATIONS**

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

5.2 The Service provider(s) must comply with the requirements stated in this RFP.

**6 EVALUATION METHODOLOGY**

Transnet will utilise the following methodology and criteria in selecting a preferred Service provider:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances

the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

#### 6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification***

#### 6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met: Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) with the minimum B-BBEE Level 1 (Bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid).</li> </ul>	<i>All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule (N.B: Bidders are to note that this procurement event is a split award for the required service(s) per area and bidders must bid for the area they are interested in bidding for).  Pricing schedule-all items must be fully completed on selected area (failure to price all item on selected area will lead to non-responsive of the bid document).</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>SBD 1 Form (Proof of registration with NT Central Supplier Database (CSD))</li> </ul>	<i>Section 1</i>

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation***

**6.3 STEP THREE: Technical Evaluation Criteria**

Phase 1: 100: submission of mandatory documents

- Two (2) Pest Control Operator Certificate (Vegetation Control)
- Eight (8) Brush Cutter Certificate
- Two (2) Chainsaw Certificate

Phase 2: Minimum Threshold of 70% points for Technical / Functionality

Failure to achieve the 70% points threshold will lead to disqualification. The test for the Technical and Functional threshold will include the following:

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Quality Criteria	Weighting points	Scoring Guideline
<p><b>1. Relevant experience</b></p> <p>The contractor must prove to TFR that he/she has the relevant experience to execute the project. The bidder must submit authentic reference letters indicating contactable reference and the durations of a contract completed in similar project.</p> <ol style="list-style-type: none"> <li>Give no points if there is no project performed or if there is no proof submitted</li> <li>Give 1 point if completion of one Similar project were performed and proof is submitted. (Completion letter; not purchase order).</li> <li>Give 2 points if completion of two Similar projects were performed and proof is submitted. (Completion letter; not purchase order).</li> <li>Give 3 points if completion of three Similar projects were performed and proof is submitted. (Completion letter; not purchase order).</li> <li>Give 4 points if completion of four Similar projects were performed and proof is submitted. (Completion letter; not purchase order).</li> <li>Give 5 points if completion of five Similar projects were performed and proof is submitted. (Completion letter; not purchase order).</li> </ol>	<b>40%</b>	<ul style="list-style-type: none"> <li>- No submission = 0%</li> <li>- Submitted one completion letter =8%</li> <li>- Submitted two (2) completion letters =16%</li> <li>- Submitted three (3) completion letters =24%</li> <li>- Submitted four (4) completion letters =32%</li> <li>- Submitted five (5) completion letters =40%</li> </ul>
<p><b>2. Technical Capacity/ Resources</b></p> <p>The contractor must prove to TFR that he/she has the Capacity in terms of Resources to execute the project. The bidder must include the required equipment information with the bid document for evaluation purposes by means of one of the following options and must be completed in the form of table, the following points must be indicated in the technical capacity/Resources:</p> <ol style="list-style-type: none"> <li>The bidder must indicate number of team member (with a minimum of 13 people per team) to be utilised on each site.</li> <li>Bidders must indicate the minimum number of 8 brush cutters and minimum of 2 chain saws per site.</li> <li>Number of vehicles per site</li> <li>Minimum Number of 8 knap sack per site.</li> </ol>	<b>30%</b>	<ul style="list-style-type: none"> <li>- Give no points if the bidder did not submit technical capacity/resources documents = 0%.</li> <li>- Give one point if one (1) of the requirements indicated on the technical capacity/ resources documents is submitted = 7.5%.</li> <li>- Give two points if two (2) of the requirements indicated on the technical capacity/ resources documents are submitted = 15%.</li> <li>- Give three points if three (3) of the requirements indicated on the technical capacity/ resources documents are submitted = 22%.</li> <li>- Give four points if four (4) or more of the requirements indicated on the technical capacity/ resources documents are submitted= 30%.</li> </ul>

<b>3. Work program</b> The contractor must state when he/she intends to start and complete the job, this must also be supported by providing a working programme which after awarding will then be used as a monitoring tool on work progress. Points given should be based on the duration sequential project activities as per specification. The work program must be completed in the form of table, the following points must be indicated in the work program:  i) Description of the work  ii) Location/Area  iii) Quantity of the work  iv) Date/Duration	<b>30%</b>	- Give no points if the bidder did not submit the work program = 0%.  - Give one point if one of the requirements indicated on the work program is submitted = 7.5%.  - Give two points if two of the requirements indicated on the work program are submitted = 15%.  - Give three points if three of the requirements indicated on the work program are submitted = 22.5%.  - Give four points if four of the requirements indicated on the work program are submitted = 30%.
	100	
	<b>70% Minimum threshold</b>	

*A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to scoring matrix above.*

*Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.*

***The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation***

#### 6.4 STEP FOUR: Evaluation and Final Weighted Scoring

##### a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> <li>Commercial offer</li> </ul>	<i>Section 4</i>
(N.B: Bidders are to note that this procurement event is a split award for the required service(s) per area and bidders must bid for the area they are interested in bidding for).  Pricing schedule-all items must be fully completed on selected area (failure to price all item will lead to non-responsive of the bid document).	<i>Section 4</i>

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

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

Where:

$Ps$  = Score for the Bid under consideration  
 $Pt$  = Price of Bid under consideration  
 $Pmin$  = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

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

Thresholds	Minimum Threshold
Technical / functionality	70%

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

6.6 **STEP FIVE: Post Tender Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.7 **STEP SIX: Selection of the preferred bidder**

- Transnet reserves the right to award the business to the highest scoring bidder/s.

6.8 **STEP SEVEN: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.



**SECTION 4: PRICING AND DELIVERY SCHEDULE**

**Bidders are to note that they are allowed to bid for one or more areas. Failure to fully price all items on the pricing schedule will lead to bid disqualification.**

BILL OF QUANTITIES AND PRICES						
VEREENIGING DEPOT						
Item	Description	Hectare	Area m2	Annual Worklots (300m2)	Rate per Worklot	Total for 1 year
1	Alloy line	0,80	8 000,00	26,67		
2	Boksburg	0,48	4839,00	16,13		
3	Boksburg East	1,70	17001,00	56,67		
4	Booysens	4,63	46275,00	154,25		
5	Bijlkor triangle	0,45	4500,00	15,00		
	Bijlkor	9,20	92000,00	306,67		
7	Braamfontein	22,90	229011,00	763,37		
8	City Deep Service line	1,60	16000,00	53,33		
9	Daleside	1,22	12240,00	40,80		
	Daleside siding	1,08	10800,00	36,00		
10	Dunswart	3,90	38997,00	129,99		
11	Dunswart 101 siding	3,00	30000,00	100,00		
12	Elandsfontein	12,02	120212,00	400,71		
13	Elandsfontein R.R.V	3,10	30996,00	103,32		
14	Elandsfontein (Fuel siding)	1,23	12300,00	41,00		
15	Elsburg-univ on wheels	0,54	5400,00	18,00		
16	Elsburg	4,06	40600,00	135,33		
17	Enselspruit	2,70	27000,00	90,00		
18	Fochville yard and platform	2,50	25000,00	83,33		
19	Germiston	53,23	532260,00	1774,20		
20	Germiston Loco	4,30	42996,00	143,32		
21	Germiston abbotoir lines	5,60	56000,00	186,67		
22	Germiston Infra depot	0,25	2500,00	8,33		
	Germiston New yard	4,80	48000,00	160,00		
23	Hollywood	2,40	24000,00	80,00		
24	India station	0,46	4600,00	15,33		
25	Isando car park	0,26	2600,00	8,67		
	Isando walkway	0,94	9400,00	31,33		
26	Jupiter	2,23	22299,00	74,33		
27	Kaalfontein	1,40	13980,00	46,60		
28	Kaalfontein Motorvia	5,34	53439,00	178,13		
29	OTK,Lavarge,Motorvia feeder	2,70	27000,00	90,00		
30	Kaserne Tx	31,19	311862,00	1039,54		
31	Kaserne Px	19,27	192729,00	642,43		
32	Kaserne Vickers bridge	0,75	7500,00	25,00		
33	Kaserne Telecoms cable	0,78	7800,00	26,00		
34	Klipriver	4,65	46491,00	154,97		
35	Klipriver service line	0,40	4000,00	13,33		
36	Klipdrift	1,60	16000,00	53,33		
37	Langlaagte	15,30	152994,00	509,98		
38	Langlaagte - Engen fuel siding	3,25	32500,00	108,33		
39	Leeuhof	10,57	105706,00	352,35		
40	Leeuhof, loco yard and repair y	3,90	39000,00	130,00		

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41	Leeuhof Infra depot	1,25	12500,00	41,67		
42	Luipardsvlei	1,66	16566,00	55,22		
43	Meyerton	11,28	112789,00	375,96		
44	Meyerton Airbrake line	0,90	9000,00	30,00		
45	M.T.V. City Deep	1,24	12400,00	41,33		
46	M.T.V. Kaserne	1,05	10500,00	35,00		
47	Natalspruit	15,23	152341,00	507,80		
48	Olifantsfontein	9,74	97410,00	324,70		
49	Paarlshoop cutting	1,80	18000,00	60,00		
50	Raathsvlei	1,68	16800,00	56,00		
51	Randwater	3,60	36000,00	120,00		
52	Redan	3,04	30350,00	101,17		
53	Roodepoort	4,51	45100,00	150,33		
	Roodepoort feeder line	1,84	18400,00	61,33		
54	Rooikop	9,80	97974,00	326,58		
	Rooikop feeder line	0,84	8400,00	28,00		
55	Sasolburg	10,82	108225,00	360,75		
56	Simpan	0,36	3600,00	12,00		
57	Suurbekom	0,85	8472,00	28,24		
58	Union	1,58	15843,00	52,81		
59	Union - Scaw metals	0,40	4000,00	13,33		
60	Vereeniging	2,94	29400,00	98,00		
61	Viljoensdrift	4,40	44000,00	146,67		
62	Viljoensdrift - Vaalcon	2,32	23200,00	77,33		
63	Viljoensdrift - platform	0,84	8400,00	28,00		
64	Wattles feeder line	1,20	12000,00	40,00		
65	Westonaria	3,42	34155,00	113,85		
		<b>346,65</b>	<b>3 466 497,00</b>	<b>11 554,99</b>		
					<b>Subtotal (Exc. Vat)</b>	
					<b>15% VAT</b>	
					<b>Total Inc.Vat</b>	

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**Failure to fully price all items on the pricing schedule will lead to bid disqualification.****BILL OF QUANTITIES AND PRICES****Krugersdorp Depot**

Item	Description	Hectare	Area m2	Annual Worklots (300m2)	Rate per Worklot	Total for Year 1
1	Klerksdorp	38,61	386,10	1287,00		
2	Regina	1,92	19,20	64,00		
3	Kingswood	1,83	18,30	61,00		
4	Bloemhof	6,06	60,60	202,00		
5	Christiana	6,27	62,70	209,00		
6	Jan Kempdorp	3,03	30,30	101,00		
7	Pudimore	3,72	37,20	124,00		
8	Potchefstroom	8,02	80,15	267,17		
9	Rysmierbult	1,70	17043,00	56,81		
10	Buckingham	1,58	15832,00	52,77		
11	Nolte	1,01	10074,00	33,58		
12	Ventersdorp	3,86	38596,00	128,65		
13	Ratsagae	1,18	11773,00	39,24		
14	Makokskraal	1,53	15299,00	51,00		
15	Gatiep	0,96	9625,00	32,08		
16	Bodeinstein	1,38	13797,00	45,99		
17	Colligny	9,76	97603,00	325,34		
18	Halfpad	1,03	10262,00	34,21		
19	Anglo Alpha	0,98	9811,00	32,70		
20	Lottie	0,66	6568,00	21,89		
21	Litchenburg	5,74	57388,00	191,29		
22	Krugersdorp	6,36	63550,00	211,83		
23	Koster	4,57	45700,00	152,33		
24	Swaartruggens	1,49	14882,00	496149,61		
25	Slurry	1,41	14069,00	46,90		
26	Mafikeng	34,94	349400,00	1164,67		
27	Vryburg	7,11	71,1	237,00		
28	Millsite Loco	6,14	61,375	204,58		
29	Groot Marico	0,08	787	2,62		
	<b>Subtotal</b>	<b>162,93</b>	<b>802 886,03</b>	<b>1 670,29</b>		
					<b>Subtotal (Exc. Vat)</b>	
					<b>15% Vat</b>	
					<b>Total (Inc.Vat)</b>	

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**Failure to fully price all items on the pricing schedule will lead to bid disqualification.**

BILL OF QUANTITIES AND PRICES						
ISANDO EAST						
Item	Description	Hectare	Area m2	Annual Worklots (300m2)	Rate per Worklot	Total for Year 1
1	Brakpan	2,04	20412	68,04		
2	Delmas	5,56	55599	185,33		
3	Geduld	2,60	26028	86,76		
4	Hawerklip	1,45	14499	48,33		
5	Sentrarand Yard	139,24	1392381	4641,27		
6	Arbor	1,28	12753	42,51		
7	Devon	0,85	8463	28,21		
8	Springs	11,30	113040	376,80		
9	Elloff	2,52	25164	83,88		
10	Kendal	3,57	35745	119,15		
11	Leslie	1,76	17559	58,53		
12	Welgedacht Yard	44,50	444999	1483,33		
	<b>Subtotal</b>	<b>216,66</b>	<b>2166642</b>	<b>7222,14</b>		
					Subtotal (Exc.Vat)	
					15% Vat	
					Total (Inc. Vat)	

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**Failure to fully price all items on the pricing schedule will lead to bid disqualification.**

### SCHEDULE OF QUANTITIES AND PRICES FOR YARDS

#### HEIDELBERG

	Description	Ha	Area m2	Annual Worklots 300m2	Rate Per Worklot	Total
1	Mapleton	1,568	15680	36,610		
2	Glenroy	0,722	7220	20,580		
3	Driemanskap	1,694	16940	56,460		
4	Klippoortjie	1,6764	16764	55,880		
5	Heidelberg	4,21	42100	140,333		
6	Spruitrus	2,529	25290	84,300		
7	Balfour	7,36	73600	245,333		
8	Greylingstad	3,482	34820	116,067		
9	Val	3,255	32550	108,500		
10	Holmdene	3,389	33890	112,967		
11	Elmtree	1,128	11280	37,600		
12	Standerton	5,317	53170	177,233		
13	Firham	1,475	14750	49,167		
14	Kromdraai	1,834	18340	61,133		
15	Platrand	2,161	21610	72,033		
16	Perdekop	4,825	48250	160,833		
17	Beechwick	0,9	9000	30,000		
18	Vooruitsig	13,645	136450	454,833		
19	Mount Prospect	1,641	16410	54,700		
20	Ingogo	1,12	11200	37,333		
21	Wykom	1,2	12000	40,000		
22	Signal Hill	1,1	11000	36,667		
23	Newcastle	45	450000	1500,000		
24	Ngagane	3,098	30980	103,267		
25	Ballengeich	1,1706	11706	39,020		
26	Hattingspruit	3,676	36759,9	122,533		
27	Danhauser	4,581	45810	152,700		
<b>Total for Depot</b>		<b>119,77</b>	<b>1197729,9</b>	<b>3992,433</b>		
					<b>Subtotal (Exc.Vat)</b>	
					<b>15% Vat</b>	
					<b>Total (Inc.Vat)</b>	

*Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.*

**Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
  - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
  - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- g) Prices are to be quoted on a delivered basis as per the pricing schedule.
- h) 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.
- i) Where a Respondent’s price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency’s rate published by the South African Reserve Bank on the date of the advertisement of the bid:  
Currency rate of exchange utilised: \_\_\_\_\_
- j) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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## 1. DISCLOSURE OF CONTRACT INFORMATION

### PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

**JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS**

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

**DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)**

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

- 1.1 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

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- 1.2 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.

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- 1.3 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

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## 2. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

### 2.1 **Quality and specification of Goods/Services delivered:**

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### 2.2 **Continuity of supply:**

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### 2.3 **Compliance with the Occupational Health and Safety Act, 85 of 1993:**

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

---



---

2 \_\_\_\_\_

Name \_\_\_\_\_

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

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

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

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Respondent's Signature

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Date & Company Stamp



**SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

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

\_\_\_\_\_

carrying on business trading/operating as

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated \_\_\_\_\_ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

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

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

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

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us

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

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

any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

### ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier/Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

### VALIDITY PERIOD

Transnet requires a validity period of **05 September 2023 (180 Business Days)** [from closing date] against this RFP, excluding the first day and including the last day.

### NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

- (i) Registration number of company / C.C. \_\_\_\_\_
- (ii) Registered name of company / C.C. \_\_\_\_\_
- (iii) Full name(s) of director/member(s)                      Address/Addresses                      ID Number(s)

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

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

**RETURNABLE DOCUMENTS**

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i></b>
Returnable Documents Used for Scoring	<b><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i></b>
Essential Returnable Documents	<b><i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i></b>

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

**a) Mandatory Returnable Documents**

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
Valid proof of Respondent's compliance to B-BBEE (Valid B-BBEE certificate or Sworn Affidavit) Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) with the minimum B-BBEE Level 1, (Bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid).	
Section 1: SBD1 Form (Proof of registration with NT Central Supplier Database (CSD))	
SECTION 4: Pricing and Delivery Schedule (N.B: Bidders are to note that this procurement event is a split award for the required service(s) per area and bidders must bid for the area they are interested in bidding for). Pricing schedule-all items must be fully completed for selected area (failure to price all item on selected area will lead to non-responsive of the bid document).	
Two (2) Pest Control Operator Certificate (Vegetation Control)	
Eight (8) Brush Cutter Certificate	

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Two (2) Chainsaw Certificate	

**b) Returnable Documents Used for Scoring**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
Relevant experience (Submit completion letter for work done)	
Technical Capacity/ Resources <ul style="list-style-type: none"> <li>i) (The bidder must indicate number of teams (with a minimum of 13 people per team) to be utilised on each site.</li> <li>ii) Bidders must indicate the minimum number of 8 brush cutters and minimum of 2 chain saws per site.</li> <li>iii) Number of vehicles per site</li> <li>iv) Minimum Number of 8 knap sack per site.</li> </ul>	
Work program must indicated the following: <ul style="list-style-type: none"> <li>i) Description of the work</li> <li>ii) Location/Area</li> <li>iii) Quantity of the work</li> <li>iv) Date/Duration</li> </ul>	

**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
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	
Letter of good standing from the department of Labour	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia/ Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10: SBD 5	
SECTION 11: Protection of Personal Information	

**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 valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

## SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

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

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications attached to this RFP

**Note:** Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

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

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

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

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

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

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

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

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

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

**SECTION 7: RFP 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 RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have 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 RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. 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;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

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

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. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]***

11. 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.

#### **BIDDER'S DISCLOSURE (SBD4)**

### **12 PURPOSE OF THE FORM**

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.




13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

#### **14 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid,

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

#### **BREACH OF LAW**

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

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

NATURE OF BREACH:

---

DATE OF BREACH: \_\_\_\_\_

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

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

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

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



**SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM**

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 the purchaser.

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level 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;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ

of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"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.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{80/20}$$

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
EME <sup>3</sup>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

### 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: \_\_\_\_\_ = .....(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

( *Tick applicable box* )

<sup>3</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:



- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser 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) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

## WITNESSES

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

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

**SECTION 10: SBD 5**

This document must be signed and submitted together with your bid

**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME****INTRODUCTION**

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

**1. PILLARS OF THE PROGRAMME**

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
  - or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
  - or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
  - or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## 3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
  - Description of the goods or services;
  - Date on which the contract was awarded;
  - Name, address and contact details of the contractor;
  - Value of the contract; and
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## 4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTIC will determine the NIPP obligation;
  - b. the contractor and the DTI will sign the NIPP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - f. the contractor will implement the business plans; and
  - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....

Closing date: .....

Name of bidder.....

Postal address .....

.....

Signature.....

Name (in print).....

Date.....

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

**SECTION 11: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must

take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforegl/>, click on contact us, click on complaints.IR@justice.gov.za