

TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] ERACES-VAR-46655

CONTROL OF VEGETATION ON LEVEL CROSSINGS, SERVICE ROADS, MAINLINE AND STATION YARDS BY MEANS OF GRASS CUTTING AND APPLYING HERBICIDES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

RFP NUMBER	ERACES-VAR-46655
ISSUE DATE:	18 JULY 2024
CLOSING DATE:	1 August 2024
CLOSING TIME:	10:00AM
SUBMISSION PORTAL	https://transnetetenders.azurewebsites.net
BID VALIDITY PERIOD:	30 NOVEMBER 2024 (90 Business Days from Closing Date)

Note to the bidders:

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.

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SECTION 1: SBD1 FORM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	ERACES	ISSUE DATE:	18 JULY 2024	CLOSING DATE:	1 AUGUST 2024	CLOSING TIME:	10:00 AM
DESCRIPTION	CONTROL OF VEGETATION ON LEVEL CROSSINGS, SERVICE ROADS, MAINLINE AND STATION YARDS BY MEANS OF GRASS CUTTING AND APPLYING HERBICIDES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Edwin Senne			CONTACT PERSON	Edwin Senne		
TELEPHONE NUMBER	012 315 3083			TELEPHONE NUMBER	012 315 3083		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	edwin.senne@transnet.net			E-MAIL ADDRESS	edwin.senne@transnet.net		
RESPONDENT INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
RESPONDENT COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL RESPONDENT 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		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							

Respondent's Signature

Date & Company Stamp

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED RESPONDENT FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN RESPONDENTS			
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			
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.			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS
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-THE RESPONDENTS 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 RESPONDENT 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**].

DESCRIPTION	PROVISION OF CONTROL OF VEGETATION ON LEVEL CROSSINGS, SERVICE ROADS, MAINLINE AND STATION YARDS BY MEANS OF GRASS CUTTING AND APPLYING HERBICIDES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS
TENDER ADVERT	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.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> Click on "Tender Opportunities"; Select "Advertised Tenders"; In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been 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 https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <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>
BRIEFING SESSION	No
CLOSING DATE	<p>10:00 am on 1 August 2024</p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>Generally, if a bid is late, it will not be accepted for consideration.</p>

	<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>
VALIDITY PERIOD	<p>90 Business Days from Closing Date (30 November 2024)</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> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

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 6 [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 Respondents 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) 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

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 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 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 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) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

6. COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [**Edwin.senne@transnet.net**] before **12:00 pm on 29 July 2024**, 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.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (BEC chairperson), at telephone number 011 584 0821, email prudence.nkabinde@transnet.net on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 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.
- 6.5 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.
- 6.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right

to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

7. 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.

8. COMPLIANCE

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

9. 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.

10. 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:

- 10.1 Modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 Disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 Award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 Award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 Split the award of the contract between more than one Respondent/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations. The award will be split into the following five (5) areas:
 - 10.6.1 Empangeni Depot
 - 10.6.2 Koedoespoort Depot
 - 10.6.3 Ermelo Depot
 - 10.6.4 Richardsbay Depot
 - 10.6.5 Vryheid Depot
- 10.7 Cancel the bid process;
- 10.8 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;

- 10.9 Request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 10.10 Not accept any changes or purported changes by Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 To cancel the contract and/request that National Treasury place Respondent on its Database of
- 10.12 Restricted Respondents for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by Respondent or on any other basis recognised in law;
- 10.13 To award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, 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 outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

11. 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.

12. SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its sub-Contractor (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.

13. NATIONAL TREASURY'S CENTRAL RESPONDENT DATABASE

Respondents are required to self-register on National Treasury's Central Respondent Database (CSD) which has been established to centrally administer Respondent information for all organs of state and facilitate the verification of certain key Respondent 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 Respondents with no local registered entity need not register on the CSD.

14. 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-the Respondents are involved, each party must be registered on the Central Respondent Database and their tax compliance status will be verified through the Central Respondent Database.

**Transnet urges its clients, Respondents 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



AI Voice Bot "Jack"
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.

What's App
Speak to an Agent via What's App.

Speak to an Agent
Speak to an Agent via the platform with no call or data charge

Telegram
Speak to an Agent via Telegram

**0800 003 056****086 551 4153****reportit@ethicshelpdesk.com*****120*0785980808#**

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

This RFP covers the mechanical control (grass cutting) of vegetation at level crossings, service roads, yards, under optic fibres and on the mainline as well as the chemical control (herbicides) of vegetation in these areas on Transnet Property, to the extent that these areas that are treated in terms of this Contract are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.

2. SCOPE OF REQUIREMENTS (REFER TO ANNEXURE A FOR MORE DETAILED SPECIFICATION)

VEGETATION CONTROL (LEVEL CROSSINGS, YARDS, SERVICE ROADS, OPTIC FIBRES AND MAINLINES BY MEANS OF GRASS CUTTING AND APPLICATION HERBICIDES)

- 2.1 Freight Rail is calling for proposals from experienced service providers with a proven track record for the control of vegetation on level crossings, service roads, mainline and station yards by means of grass cutting and applying herbicides.
- 2.2 The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the Contract area.
- 2.3 The personnel of the Respondent shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue or preferably bear the name of the Respondent's company. Should the Respondent wish to use another colour this must first be cleared with the Project Manager's Deputy.
- 2.4 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Respondent and implemented before any work commences. The procedure shall be updated whenever the need arises, and any changes shall be communicated to all employees on a work site before work proceeds.
- 2.5 The Respondent shall have all employees trained as per scope of work, certificated and used as Lookouts when required.

3 THE DELIVERABLES OF THIS PROJECT WILL CONTAIN THE FOLLOWING:

The Respondent shall undertake the planning and programming of the entire vegetation control operation and shall submit to Transnet Freight Rail's representative for approval full particulars thereof 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.

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to understand 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.*

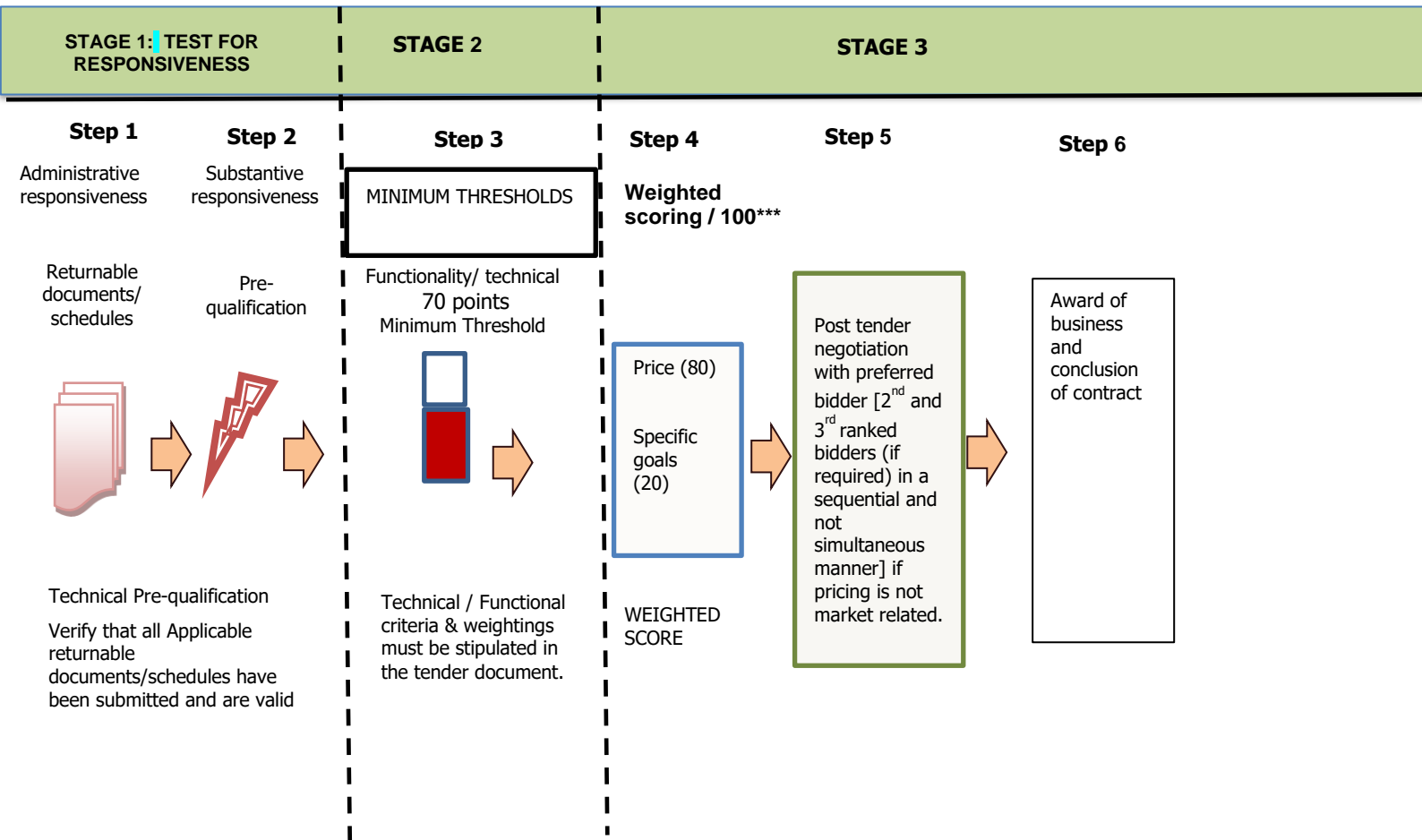
5 GENERAL RESPONDENT OBLIGATIONS

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

5.2 The Respondent(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 respondent:



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).

6.2 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>
• Verify the validity of all returnable documents	<i>Section 5</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<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.

6.3 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"> Whether any general and legislation qualification criteria set by Transnet, have been met: - 	<i>All sections including Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule (pricing schedule must be fully completed for all items) per area. 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Respondent registration on the National Treasury Central Respondent Database (CSD) 	Section 2, paragraph 13
<ul style="list-style-type: none"> 2 x Valid Pest Control certificates in Industrial weed control and vegetation issued by the Department of Agriculture, Forestry and Fisheries for each area that will be quoted for. <p>The areas will be as follows:</p> <p>Area 1 - Empangeni Depot</p> <p>Area 2 - Koedoespoort Depot</p> <p>Area 3 - Ermelo Depot</p> <p>Area 4 - Richardsbay Depot</p> <p>Area 5 - Vryheid Depot</p> <p>Note: The same certificates cannot be use for all areas as the work for the various areas will be done at the same time</p>	

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

6.4 STEP THREE: Minimum Threshold 70 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

At this stage, the BEC shall evaluate if the bids comply with the technical requirements of the RFP. The test for technical will include the following.

This Stage will be evaluated under Step Three -Technical/Functionality Criteria of technical functionality evaluation.

Respondent's Signature

Date & Company Stamp

Technical Evaluation Criteria	Points	Sub weight	Scoring guideline (0 to 5)
Technical Capability	60		
Schedule of tenderer's previous well referenced experience on (Contract work & / or recognised occupational acquired experience on industrial weed control. A minimum of 5 projects is required. Supporting documents should be submitted. Purchase orders/reference letters and completion certificates should include company's contact number & or email address, with type of project /service, if the experience is not well referenced it may not be considered..		20	
<ul style="list-style-type: none"> - List of Herbicide/s registered for the intended use with the following items : -Product label - Specimen label of the listed Herbicides - MSDS (Material Safety Data Sheet) for the listed herbicides 	•	20	
<p>Company's organogram</p> <p>A detailed Company's operational team organogram indicating the number and function of employees on the operational team to carry out the work on site (This should show the number of employees intended to be hired upon awarding of the contract indicating the number of operators, safety personnel and a PCO certificate holder. Two teams will be required to execute the work and each operational team should consist of at least 8 employees or more.</p>		20	
Delivery schedule (Plant and Equipment)	40		
- 16 Knapsacks (8 per team)		10	
-16 chainsaws (8 per team)		10	
-16 brush cutters (8 per team)		10	
- Two 1000 > litre Water tanker (1 per team) that can be carried to site for chemical mixing		10	
Total Weighting:	100		
Minimum qualifying score required:	70		

Respondents must complete and submit **Annexure B** which include a **Technical and Functional Questionnaire**. A Respondent's compliance with the minimum functionality threshold will be measured by their responses to **Annexure B**

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.

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

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

6.5 STEP FOUR Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
• Commercial offer	<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) **Specific Goals** [Weighted score 20 point]

- Specific goals claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

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: 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

Respondents are required to complete the table below:

Respondents are required to select and confirm the specific categories (Premises) that they intend submitting a proposal for. Respondents are permitted to select more than one area and type of service.

Respondents need to indicate on which area that they will be quoted on:

Area 1 - Empangeni Depot	
Area 2 - Koedoespoort Depot	
Area 3 - Ermelo Depot	
Area 4 - Richardsbay Depot	
Area 5 - Vryheid Depot	

Respondents are required to complete the table below:

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AREA 1 – EMPANGENI DEPOT

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
A	EMPANGENI YARD HERBICIDES FROM -TO						
1	EMPANGENI	M2	114 352				
2	BHIZOLO	M2	11 524				
3	SHUNTING LEG	M2	3 137				
4	NSESI YARDS	M2	418 508				
5	MANDLAZINI	M2	40,21				
6	"VISGRAAT"	M2	41 389				
7	NSELENI	M2	12 055				
8	KWAMBONAMBI	M2	5 075				
9	PENICUIK	M2	1 672				
10	SIDING 290	M2	4,29				
11	TEZA	M2	13,18				
12	HAIG	M2	3 587				
13	MTUBATUBA	M2	47 941				

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14	DUKUDUKU	M2	1 621				
15	SIDING 2076	M2	907				
16	FERNWOOD	M2	5 813				
17	NYALASI RIVER	M2	5 636				
18	BUSHLANDS	M2	7 031				
19	HLUHLUWE	M2	13,64				
20	NGWENI	M2	5 188				
21	MHLOSINGA	M2	5 687				
22	BAYALA	M2	8 452				
23	SIHLEPU	M2	5 418				
24	MKUZE	M2	21 019				
25	NKONKONI	M2	4 939				
26	CANDOVER	M2	6 758				
27	GOLELA	M2	87 382				
28	NINIANS	M2	7 152				
29	FELIXTON	M2	7 275				

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30	MZINGWENYA	M2	7 501				
31	PORT DURNFORD	M2	10,25				
32	MTUNZINI	M2	23 988				
33	HUDLEY	M2	3 894				
34	GINGINDLOVU	M2	39 078				
35	AMATIKULU	M2	22 245				
36	ISITHEBE	M2	5 348				
37	MANDINI	M2	46 956				
38	TUGELA	M2	3 377				
39	DARNALL	M2	17 628				
40	NEW GUELDERLAND	M2	4 848				
41	SIDING 2043	M2	524				
42	NGQWATAYI	M2	865				
43	MEVAMHLOPE	M2	3 926				
44	NYOKA	M2	794				

45	NGOGODO	M2	781				
46	NKOMBOSHE	M2	1 169				
47	HEATONVILLE	M2	8 142				
48	MANYELA	M2	409				
49	DUMEZWINI	M2	820				
50	MTIMONA	M2	2 201				
51	KWA-YAYA	M2	2 165				
52	NSIMBAKASI	M2	3 944				
53	NKWENKWE	M2	736				
54	DUKANENI	M2	5 819				
55	MTIMONA	M2	3 067				
56	MGANU	M2	941				
58	NKWALINI	M2	27 122				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		

					SUB-TOTAL AMOUNT FOR BOTH YEARS (INCL.VAT)		
ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
B	LEVEL CROSSING (GRASS CUTTING ONLY) FROM -TO						
1	EMPANGENI-GOLELA	M2	287 263				
2	EMPANGENI-NKWALENI	M2	152 299				
3	EMPANGENI-STANGER	M2	44 668				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
C	SERVICE ROAD (GRASS CUTTING ONLY) FROM -TO						
1	EMPANGENI-STANGER	M2	237 859				

2	EMPANGENI-GOLELA	M2	302 337				
3	EMPANGENI-BHIZOLO	M2	13 326				
4	EMPANGENI-NKWALENI	M2	39 510				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

SUMMARY FOR EMPANGENI DEPOT

DESCRIPTION	TOTAL VALUE INCLUSIVE VAT
A – YARD VEGETATION	
B – LEVEL CROSSING	
C – SERVICE ROADS	
SUBTOTAL FOR ALL VEGETATION INCLUSIVE VAT	

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AREA 2 – KOEDOESPOORT DEPOT

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
A	KOEDOESPOORT DEPOT YARDS (GRASS CUTTING AND HERBICIDES) FROM -TO						
1	RUSTENBURG-THABAZIMBI	M2	134 478				
2	NORTHAM-SCHOONGESICHT	M2	1 133				
3	PENDORING-RUSTENBURG	M2	249 254				
4	PYRAMID-KOEDOESPOORT	M2	1 090 862				
5	PYRAMID SOUTH YARD-PYRAMID SOUTH	M2	211 356				
6	RAYTON-GREENVIEW	M2	20 438				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

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ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
B	LEVEL CROSSING (GRASS CUTTING ONLY) FROM -TO						
1	THABAZIMBI-LEPHALALE	M2	134 400				
2	PENDORING -RUSTENDURG	M2	107 520				
3	RUSTENBURG-THABAZIMBI	M2	172 800				
4	NORTHAM-SCHOONGESICHT	M2	72 960				
5	PYRAMID-KOEDOESPOORT	M2	34 560				
6	RAYTON-GREENVIEW	M2	24 360				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

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ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
C	MAINLINE (GRASS CUTTING/ BUSH CLEARANCE) FROM -TO						
1	THABAZIMBI-ELLISRUS 60 METERS	M2	360 000				
2	PENDORING-RUSTENBURG-29 METERS	M2	174 000				
3	RUSTENBURG-THABAZIMBI-68.5 METERS	M2	411 000				
4	NORTHAM-SCHOONGESICHT-28 METERS	M2	168 000				
5	PYRAMID-KOEDOESPOORT-12 METERS	M2	72 000				
6	RAYTON-GREENVIEW-17 METERS	M2	42 000				
7	LUD-PYRAMID SOUTH-13 METERS	M2	78 000				
8	PYRAMID SOUTH-PENDORING-20,5 METERS	M2	123 000				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

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ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
D	ELECTRICAL SUBSTATIONS (GRASS CUTTING AND HERBICIDES) FROM-TO						
1	GREENVIEW-THABAZIMBI	M2	12 906				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
E	RELAY ROOMS AND APARATUS CASES (GRASS CUTTING AND HERBICIDES) FROM-TO						
1	GREENVIEW-THABAZIMBI	M2	7 620				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
F	TELECOMS HIGH SITES (GRASS CUTTING AND HERBICIDES) FROM-TO						
1	GREENVIEW-THABAZIMBI	M2	1 627				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

SUMMARY FOR KOEDOESPOORT DEPOT

DESCRIPTION	TOTAL VALUE INCLUSIVE VAT
A – DEPOT YARD VEGETATION	
B – LEVEL CROSSING	
C – MAINLINE	
D – ELECTRICAL SUBSTATIONS	
E - RELAY ROOMS AND APARATUS CASES	
F - TELECOMS HIGH SITES	
SUBTOTAL FOR ALL VEGETATION INCLUSIVE VAT	

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AREA 3 – ERMELO DEPOT

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
A	MAINLINE (GRASS CUTTING/ BUSH CLEARANCE) FROM -TO						
1	ERMELO TO MAVIRISTAD - 46000 METERS	M2	690 000				
2	OGIES TO BLACKHILL 84 000 METERS	M2	1 260 000				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
B	HERBICIDE APPLICATION (OPEN LINE) FROM -TO						
1	ERMELO-CAMDEN 17203 METERS	M2	258 043				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		

					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		
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SUMMARY FOR ERMELO DEPOT

DESCRIPTION	TOTAL VALUE INCLUSIVE VAT
A – MAINLINE (GRASS CUTTING/ BUSH CLEARANCE)	
B – HERBICIDE APPLICATION	
SUBTOTAL FOR ALL VEGETATION INCLUSIVE VAT	

AREA 4 – RICHARDSBAY DEPOT

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
A	RICHARDS BAY DEPOT YARDS (GRASS CUTTING AND HERBICIDES) FROM -TO						
1	LENJANEDRIFT-ENGOGWENI	M2	8 000				
2	ULUNDI-ILANGAKAZI	M2	8 000				
3	EMAKWEZINI-INDONDOTHA	M2	15 000				
4	2279-2779	M2	5 000				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

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ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
B	MAINLINE (GRASS CUTTING/ BUSH CLEARANCE) FROM-TO						
1	VRYHEID-NHLAZATSHE 70 Meters	M2	420 000				
2	NHLAZATSHE-UMUNYWANA -93 Meters	M2	558 000				
3	UMUNYWANA -CTL 70 Meters	M2	420 000				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
C	ELECTRICAL SUB STATIONS (GRASS CUTTING AND HERBICIDES) FROM -TO						
1	VRYHEID TO CTL	M2	12 000				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		

					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		
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ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
D	RELAY ROOMS AND APARATUS CASES (GRASS CUTTING AND HERBICIDES) FROM -TO						
1	VRYHEID TO CTL	M2	7 500				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

SUMMARY FOR RICHARDSBAY DEPOT

DESCRIPTION	TOTAL VALUE INCLUSIVE VAT
A – RICHARDSBAY YARDS	
B – MAINLINE	
C – ELECTRICAL SUBSTATIONS	
D – RELAY ROOMS AND APARATUS CASES	
SUBTOTAL FOR ALL VEGETATION INCLUSIVE VAT	

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AREA 5 – VRYHEID DEPOT

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
A	VRYHEID DEPOT YARDS (YARDS (GRASS CUTTING AND HERBICIDES) FROM -TO						
1	SHEEPMOOR-PANBULT	M2	122 000				
2	ISWEPE-WILDRAND	M2	8 133				
3	KEMP-PIET RETIEF	M2	17 000				
4	MKONDO-MOOLMAN	M2	10 000				
5	CONFIDENCE-COMMONDALE	M2	1 0000				
6	HLUNGWANA-PAUL PETERSBURG	M2	7 000				
7	MAHULUMBE-MQWABE	M2	1 100				
8	ZUNGWINI-MSWANENI	M2	60 000				
9	HLOBANE-SIKAME	M2	134 000				
10	VACUUM-FISHGRADE	M2	505 000				
11	SORTING-KLIP SIDING	M2	20 000				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		

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					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
B	LEVEL CROSSING (GRASS CUTTING ONLY) FROM-TO						
1	MAVIRISTAD-PIET RETIEF	M2	51 000				
2	PIET RETIEF-VRYHEID EAST	M2	78 150				
3	VRYHEID-HLOBANE	M2	5 132				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
C	MAINLINE (GRASS CUTTING/ BUSH CLEARANCE) FROM-TO						
1	MAVIRISTAD-PIET RETIEF	M2	47 000				
2	MKONDO-PAUL PETERSBURG	M2	60 000				
3	MGOJANA-SIKAME	M2	25 000				
4	VRYHEID EAST-HLOBANE	M2	50 000				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

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ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
D	ELECTRICAL SUBSTATIONS (GRASS CUTTING AND HERBICIDES) FROM-TO						
1	MAIN SUB VHD EAST-DIESEL DEPOT SUB	M2	1 040				
2	ADMIN SUB -CTC SUB	M2	1 040				
3	YARDS SUB -WORK INSPECTOR SUB	M2	1 040				
4	SIKAME SUB -MQWABE SUB	M2	1 040				
5	DUMBE SUB -HLUNGWANE SUB	M2	1 040				
6	MOOLMAN SUB -PIET RETIEF TSS	M2	1 041				
7	WILRAND SUB -HLELO TSS	M2	1 040				
8	ISWEPE SUB -SHEEPMOR SUB	M2	1 040				
					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

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ITEMS	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER UNIT FOR YEAR 1	TOTAL AMOUNT YEAR 1	RATE PER UNIT FOR YEAR 2	TOTAL AMOUNT YEAR 2
E	RELAY ROOMS AND APARATUS CASES (GRASS CUTTING AND HERBICIDES) FROM-TO						
1	VRYHEID EAST A-VRYHEID RELAY ROOM	M2	1 040				
2	SIKAME-ZSB	M2	1 040				
3	ZSA-MSI	M2	1 040				
4	ZUNGWINI-MQWABE	M2	1 040				
5	MQM-MAHULUMBE	M2	1 040				
6	MGOJANE-PAUL PETERSBURG	M2	1 040				
7	HLUNGWANA-PIET RETIEF TEST ROOM	M2	1 040				
8	COMMONDALE-CONFIDENCE	M2	1 040				
9	MCN-MOOLMAN	M2	1 040				
10	PIET RETIEF R/R-MKHONDO	M2	1 040				
11	KEMP-WILDRAND	M2	1 040				
12	ISWEPE-PANBUILT	M2	1 040				
13	NGWEMPISI-SHEEPMOOR	M2	1 040				

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					SUB-TOTAL AMOUNT FOR BOTH YEARS (EXCL.VAT)		
					VAT (15%)		
					SUB-TOTAL AMOUNT FOR BOTH YEARS (INC.VAT)		

SUMMARY FOR VRYHEID DEPOT

DESCRIPTION	TOTAL VALUE INCLUSIVE VAT
A – VRYHEID YARDS	
B – LEVEL CROSSING	
C – MAINLINE	
D – ELECTRICAL SUBSTATIONS	
E - RELAY ROOMS AND APARATUS CASES	
SUBTOTAL FOR ALL VEGETATION INCLUSIVE VAT	

NB: Delivery period _____ **days, weeks, months. (How long it will take to deliver)**

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

Note: Failure to fully complete the whole pricing schedule per area (all categories in area), bidder(s) will be disqualified.

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 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 Respondent scoring the second highest points or cancel the RFP;
 - (iii) if Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with Respondent scoring the third highest points or cancel the RFP.
- If a market-related price is not agreed with 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 could 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 to
- 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) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- k) 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), 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.						
Is Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
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.

2. RETURN OF SURPLUS GOODS

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

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

Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods:

2.1 NB: Purchase Orders will be placed on The Respondent(s) only after the date of approval of the pre-production sample(s).

2.2 State the number of days/weeks/months after which delivery would commence subject to Transnet's approval of the pre-production sample(s) or prototype(s), calculated as from the date of such approval:

3. MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

3.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

3.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**The Respondent**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure A [*Specifications and Drawings*] of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a sub-Contractor by The Respondent, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed sub-Contractor to comply with the specified railway safety requirements and/or regulations. Respondent and/or its sub-Contractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
------------	--

NO	
-----------	--

5. 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:

5.1 Quality and specification of Goods/Services delivered:

5.2 Continuity of supply:

5.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

5.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 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

Respondent's Signature

Date & Company Stamp

thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for 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 Respondent hereunder, at which all legal documents may be served on 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 Respondent**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Transnet requires a validity period of 90 Business Days [30 November 2024] against this RFP, excluding the first day and including the last day.

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

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.

Registration number of company / C.C. _____

Registered name of company / C.C. _____

Full name(s) of director/member(s)

Address/Addresses

ID Number(s)

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	<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>
Returnable Documents Used for Scoring	<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>
Essential Returnable Documents	<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>

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:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule (pricing schedule must be fully completed for all items per area)	
<p>2 x Valid Pest Control certificates in Industrial weed control and vegetation issued by the Department of Agriculture, Forestry and Fisheries for each area that will be quoted for.</p> <p>The areas will be as follows:</p> <p>Area 1 - Empangeni Depot</p> <p>Area 2 - Koedoespoort Depot</p> <p>Area 3 - Ermelo Depot</p> <p>Area 4 - Richardsbay Depot</p> <p>Area 5 - Vryheid Depot</p> <p>Note: The same certificates cannot be use for all areas as the work for the various areas will be done at the same time</p>	

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:

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
<p>Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP.</p> <ul style="list-style-type: none"> -B-BBEE Certificate / Sworn- Affidavit (Signed & dated by both the Deponent & Commissioner of Oath) / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline The bidder must submit a valid BBBEE Certificate / B-BBEE CIPC Certificate or Sworn Affidavit (Signed & dated by both the Deponent & Commissioner of Oath) with at least 51% owned by youth and certified copies of Identity Documents for Directors to claim points Municipality Utility Billy not older than three Months). As per the listed area in Annexure F for following areas: Area 1 - Empangeni Depot Area 2 - Koedoespoort Depot Area 3 - Ermelo Depot Area 4 - Richardsbay Depot Area 5 - Vryheid Depot 	
<ul style="list-style-type: none"> Experience in vegetation control Schedule of tenderer's previous well referenced experience on (Contract work & / or recognised occupational acquired experience on industrial weed control. A minimum of 5 projects is required. Supporting documents should be submitted. Purchase orders/reference letters and completion certificates should include company's contact number & or email address, with type of project /service, if the experience is not well referenced it may not be considered. 	
<ul style="list-style-type: none"> - List of Herbicide/s registered for the intended use with the following items : -Product label - Specimen label of the listed Herbicides - MSDS (Material Safety Data Sheet) for the listed herbicides 	
<p>Company's organogram</p> <p>A detailed Company's operational team organogram indicating the number and function of employees on the operational team to carry out the work on site (This should show the number of employees intended to be hired upon awarding of the contract indicating the number of operators, safety personnel and a PCO certificate holder. Two teams will be required to execute the work and each operational team should consist of at least 8 employees or more.</p>	
<ul style="list-style-type: none"> Plant and Equipment 	

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	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Section 1: SBD1 Form (fully completed and signed)	
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 8: RFP Clarification Request Form	
SECTION 9: Specific Goals Points Claim Form	
SECTION 10: Protection of Personal Information	
CSD Registration Report	
Tax Compliance Status Pin	

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 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

1 _____

Name _____

2 _____

Name _____

ADDRESS OF WITNESSES

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

Respondent's Signature

Date & Company Stamp

DESIGNATION: _____

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

By signing this certificate 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 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	Transnet's Respondent Integrity Pact
3	Non-disclosure Agreement
4	Respondent Declaration Form
5	Specifications and drawings attached to this RFP

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Respondent 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 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/Respondent as indicated in the Transnet Respondent 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, Respondent is to complete the following section:

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 Respondents, 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 ¹ 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

¹ 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 consortium² 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, 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

² 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.

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 Respondents required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

Place:	Registration Name of Company/CC
--------	---------------------------------

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: ERACES-VAR-46655

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on 29 July 2024

TO: Transnet SOC Ltd
ATTENTION: The Tender Administrator
EMAIL [Edwin.senne@transnet.net]
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

SECTION 9: SPECIFIC GOALS 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 specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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
- 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 The 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE (80)	80
SPECIFIC GOALS SCORECARD (20)	
• B-BBEE Level of contributor (1 or 2)	5
• 30% Black Women Owned Entities	5
• 50%+ Black Youth Owned Entities	5
• The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area (Refer Annexure F) -Empangeni Depot -Koedoespoort Depot -Ermelo Depot -Richards Bay Depot -Vryheid Depot	5

• Non-Complaint and/or B-BBEE Level 3-8 contributors	0
Total points for Price and Specific Goals must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 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"** means:
- 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a 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.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

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:

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor – Level 1 or 2	5
30% Black Women Owned Entities	5
50% Black Youth Owned Entities	5
Municipality Utility Billy not older than three Months). As per the listed area in Annexure F for following areas: The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area -Empangeni Depot -Koedoespoort Depot -Ermelo Depot -Richards Bay Depot -Vryheid Depot	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE Level of contributor – Level 1 or 2	B-BBEE Certificate / Sworn- Affidavit (Signed & dated by both the Deponent & Commissioner of Oath)/ B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit (Signed & dated by both the Deponent & Commissioner of Oath) / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
50%+ Black Youth Owned Entities	The bidder must submit a valid BBBEE Certificate / B-BBEE CIPC Certificate or Sworn Affidavit (Signed & dated by both the Deponent & Commissioner of Oath) with at least 51% owned by youth and certified copies of Identity Documents for Directors to claim points

<p>The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area</p> <p>-Empangeni Depot</p> <p>-Koedoespoort Depot</p> <p>-Ermelo Depot</p> <p>-Richards Bay Depot</p> <p>-Vryheid Depot</p>	<p>Municipality Utility Billy not older than three Months). As per the listed area in Annexure F for following areas:</p> <p>-Empangeni Depot</p> <p>-Koedoespoort Depot</p> <p>-Ermelo Depot</p> <p>-Richards Bay Depot</p> <p>-Vryheid Depot</p>
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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	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]</p>
EME	<p>Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

- 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 6.1

6.1 B-BBEE Status Level of Contribution: . = (20)

6.2 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 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*)

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 any of the enterprises below:

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
- ☐ Respondent
- ☐ 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 paragraph 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If specific goals have been claimed or obtained on a fraudulent basis 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: PROTECTION OF PERSONAL INFORMATION (For normal contract)

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 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 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 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, 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 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 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 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. 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. Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. 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 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, 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:

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

12. Further, 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 Respondent submitted.
13. 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, Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 11:
TECHNICAL CAPACITY

- a) A Schedule of tenderer's previous well referenced experience on (Contract work & / or recognised occupational acquired experience) on industrial weed control is required. A minimum of 5 projects is required. Reference should include company's contact number & or email address, with type of project /service, if the experience is not well referenced it may not be considered.
- b) List of four (4) or more proposed herbicides registered for the intended use with the product label, specimen label and MSDS must be submitted.
- List of Herbicide/s registered for the intended use with the following items:
- Product label
 - Specimen label of the listed Herbicides
 - MSDS (Material Safety Data Sheet) for the listed herbicides
- c) A detailed Company's operational team organogram indicating the number and function of employees on the operational team to carry out the work on site (This should show the number of employees intended to be hired upon awarding of the contract indicating the number of operators, safety personnel and a PCO certificate holder. Two teams will be required to execute the work and each operational team should consist of at least 8 employees or more..

[Note: If information above is not provided, it will have a negative influence on your technical evaluation scoring.]

LIST OF HERBICIDES

Note: A copy of the product label, specimen label and MSDS must be submitted with all herbicides listed

SECTION 12:
REFERENCES OF PREVIOUS EXPERIENCE IN VEGETATION CONTROL

Please indicate below the company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels and if there are more than five (5) references please do indicate them on a separate attachment.:

[Note: If not provided, it will have a negative influence on your technical evaluation scoring.]

REFERENCE 1 [Supporting documents must be provided – Refer attach Annexure B- Technical / Functional Questionnaire]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	
Contract start date		Telephone number (landline)	
Contract end date		Telephone number (landline)	

REFERENCE 2 [SUPPORTING DOCUMENTS MUST BE PROVIDED]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	
Contract start date		Telephone number (landline)	
Contract end date		Telephone number (landline)	

REFERENCE 3 [SUPPORTING DOCUMENTS MUST BE PROVIDED]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	
Contract start date		Telephone number (landline)	
Contract end date		Telephone number (landline)	

REFERENCE 4 [SUPPORTING DOCUMENTS MUST BE PROVIDED]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	
Contract start date		Telephone number (landline)	
Contract end date		Telephone number (landline)	

REFERENCE 5 [SUPPORTING DOCUMENTS MUST BE PROVIDED]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	
Contract start date		Telephone number (landline)	
Contract end date		Telephone number (landline)	

SECTION 13:
PLANT AND EQUIPMENT

A list of plant and equipment available for this project to carry out operation as specified namely:

- 16 knapsacks (8 per team but not limited to) per area
- 2 x1 000 litre Water tanker that can be carried to site for chemical mixing (1 per team, but not limited to) per area
- 16 brush cutters (8 per team but not limited to) per area
- 16 chainsaws (8 per team but not limited to) per area

Note: if a bidder is going to quote for more than one area, the correct amount of equipment should be made provision for as each area will be evaluated on its own

Description of Plant available/to rent	Quantity

ANNEXURE B: TECHNICAL SUBMISSION QUESTIONNAIRE

NAME OF BIDDER: _____

MINIMUM TECHNICAL EVALUATION-	70 POINTS
--------------------------------------	------------------

Criteria	Weight	Requirements	Returnable Document Required	Primary Sub weight	Scoring Criteria
Technical Capability	60 points	Experience - A minimum of 5 projects in (vegetation control) and industrial chemical/herbicide weed control - not limited to the railway environment.	Schedule of tenderer's previous well referenced experience on (Contract work & / or recognised occupational acquired experience on industrial weed control. A minimum of 5 projects is required. Supporting documents should be submitted. Purchase orders/reference letters and completion certificates should include company's contact number & or email address, with type of project /service, if the experience is not well referenced it may not be considered.	20	<p>0 = No experience in vegetation control and industrial chemical weed control.</p> <p>1 (5) = Completed 1 (one) project in vegetation control and industrial chemical weed control</p> <p>2 (10) = Completed 2-3 (two to three) projects in vegetation control and industrial chemical weed control</p> <p>3 (15) = Completed 4 (four) projects in vegetation control and industrial chemical weed control</p> <p>4 (20) = Completed 5 and more projects in vegetation control and industrial chemical weed control</p>
		<ul style="list-style-type: none"> - List of Herbicide/s registered for the intended use with the following items : -Product label - Specimen label of the listed Herbicides - MSDS (Material Safety Data Sheet) for the listed herbicides 	List four (4) or more proposed herbicides registered for the intended use with the product label, specimen label and MSDS.	20	<p>0 - No submission</p> <p>1 (5) = List submitted but no herbicide/s are registered for the intended use</p> <p>2 (10) = Listed herbicide/s registered for the intended use with either the MSDS product label or specimen label but not all</p> <p>3 (15) = Listed herbicides registered for the intended use with either 2 (two) of the requested items but not all</p> <p>4 (20) = Listed herbicide/s and all registered for the intended us with all the required items.</p>

Respondent's Signature

Date & Company Stamp

		Company's organogram	Company's organogram A detailed Company's operational team organogram indicating the number and function of employees on the operational team to carry out the work on site (This should show the number of employees intended to be hired upon awarding of the contract indicating the number of operators, safety personnel and a PCO certificate holder. Two teams will be required to execute the work and each operational team should consist of at least 8 employees or more.	20	0 = No information provided 1 (5)= Only one site operational teams consisting of less than 6 employees 2 (10) = Two site operational teams consisting of 6 employees per team 3 (15) = Two site operational teams consisting of not more than 7 employees per team 4 (20) = Two site operational teams consisting of 8 employees per team
Criteria	Weight	Requirements	Returnable Document Required	Primary Sub weight	Scoring Criteria
Delivery schedule	40 points	Schedule of plant and equipment to carry out the works for two teams per area. 1. A list of plant and equipment available for this project to carry out operation as specified namely : - 16 knapsacks but not limited to - 2 x1000 litre Water tanker that can be carried to site for chemical mixing - 16 brush cutters - 16 chainsaws Note: if a bidder is going to quote for more than one area, the correct	- 16 Knapsacks (8 per team)	10	0 = No submission 1 (2)= A provision of 4 to 6 knapsacks 2 (4)= A provision of 7 to 9 knapsacks 3 (6)= A provision of 10 to 12 knapsacks 4 (8)= A provision of 13 to 15 knapsacks 5 (10)= A provision of 16 knapsacks or more

		amount of equipment should be made provision for as each area will be evaluated on its own			
			16 chainsaws (8 per team)	10	0 = No submission 1(2) = A provision of 4 to 6 chainsaws 2 (4)= A provision of 7 to 9 chainsaws 3 (6)= A provision of 10 to 12 chainsaws 4 (8)= A provision of 13 to 15 chainsaws 5 (10)= A provision of 16 chainsaws or more
			16 brush cutters (8 per team)	10	0 = No submission 1 (2) = A provision of 4 to 6 brush cutters 2 (4) = A provision of 7 to 9 brush cutters 3 (6) = A provision of 10 to 12 brush cutters 4 (8) = A provision of 13 to 15 brush cutters 5 (10)= A provision of 16 brush cutters or more
			-Two 1000 > litre Water tanker (1 per team) that can be carried to site for chemical mixing	10	0 = No submission 1 (5) = one water tankers provided 2 (10)= two water tankers provided

Respondent's Signature

Date & Company Stamp