

## **Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

### **REQUEST FOR QUOTATION [RFQ] No (TFR/2022/05/0362/3017/RFQ) WRAC/KBC/37768**

**FOR THE SUPPLY OF:** Appointment of an Environmental Consultant for a Basic Assessment Process

**FOR DELIVERY TO:** Sishen and Vlermuislaagte Northern Cape

**FOR A PERIOD OF** 12 months

**ISSUE DATE:** 24 May 2022

**BRIEFING DATE:** 02 June 2022

**BRIEFING VENUE:** REM Building, 1B Austen Street, Beaconsfield, Kimberley

**SITE VISIT:** 03 June 2022

**CLOSING DATE:** 14 June 2022

**CLOSING TIME:** 10:00 AM

**METHOD OF SUBMISSION:** SUBMIT BID DOCUMENTS BY UPLOADING INTO THE SYSTEM AGAINST TENDER TFR/2022/05/0362/3017/RFQ WRAC/KBC/37768

#### **Note to the bidders:**

*Bidders are required to ensure that electronic bid submissions are done hours 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. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.*

**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:	<b>TFR/2022/05/0362/3017/RFQ</b>	ISSUE DATE:	<b>24 May 2022</b>	CLOSING DATE:	<b>14 June 2022</b>	CLOSING TIME:	<b>10:00 AM</b>
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DESCRIPTION **Appointment of an Environmental Consultant for a Basic Assessment Process**

**BID RESPONSE DOCUMENTS SUBMISSION**

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

**RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.**

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- Click on "register on our new eTender Portal";
- 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.

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
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CONTACT PERSON	CONTACT PERSON
<b>Muntungomuntu Cele</b>	<b>Edzisani Siphugu</b>
TELEPHONE NUMBER	TELEPHONE NUMBER
<b>0538383223</b>	<b>011 308 1705</b>
FACSIMILE NUMBER	FACSIMILE NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS
<b>Muntungomuntu.cele@transnet.net</b>	<b>Edzisani.siphugu@transnet.net</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]**

<b>1</b> 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]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  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**

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

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

SIGNATURE OF BIDDER: .....

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

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

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

## SECTION 2: NOTICE TO BIDDERS

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### 1 Responses to RFQ

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

### 2 Formal Briefing

A compulsory pre-proposal site meeting and RFQ briefing will be conducted at **REM Building, 1B Austen Street, Beaconsfield, Kimberley** on the **02<sup>nd</sup> June 2022**, at 10AM for a period of  $\pm$  2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFQ briefing.*
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.

### 3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**Muntungomuntu Cele on [muntungomuntu.cele@transnet.net](mailto:muntungomuntu.cele@transnet.net)**] before **16:00 pm on 03 June 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.3 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.
- 3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the **Leonie Visagie** on any matter relating to its RFQ response:

Telephone 0538383119

Email: [leonie.visagie@transnet.net](mailto:leonie.visagie@transnet.net)

### 4 Legal Compliance

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

### 5 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.

### 6 Changes to Quotations

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

## **7 Binding Offer**

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

## **8 Disclaimers**

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- 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;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

## **9 Specification/Scope of Work**

Appointment of an Environmental Consultant for a Basic Assessment Process.

## **1. Description of the *Project Background***

### **1.1 Executive overview**

#### **1.1.1 Background**

Currently Transnet is implementing solutions for the Manganese expansion program with respect to exporting manganese on the Saldanha corridor. The current scope of the project will present the expansion program with options to optimally utilize the rail capacities en-route to Sishen and to provide appropriate and cost-effective means of expanding those capacities to meet the validated tonnage demand.

The proposed solution is to provide additional staging lines in Sishen and provide additional facilities for Vlermuislaagte.

**The main construction activities will include but not limited to the following: -**

#### **1. Sishen Scope:**

- Relocation of Eskom pylons
- Bridge alterations to ensure space/clearances underneath
- Lines to be electrified to 50 kV AC
- Relocation of power lines EL&P (11kV/6.6kV)
- Relocation of service roads
- Culverts extensions
- Demolish and relocate retaining wall running parallel to the rail track
- Drainage for additional lines
- Relocation of overhead aerial feeder and return conductors
- Relocation of optic fibre cables if on the impacted structures
- 2 lines to be added on the eastern side of the yard as per option 4, which will accommodate three rakes of 116 CR13/14 wagon for iron ore trains and three rakes of 125 CR17 wagon for Manganese trains. These rakes will be pulled by a combination of 15E and 43D locomotives.
- 1 line to be added on the locomotive staging area.

#### **2. Vlermuislaagte Scope:**

- 2 arrival lines/Crossing loops for 125 wagon trains (1500m) to accommodate manganese traffic.
- 2 additional loops for Staging trains
- Shunting neck to accommodate 125 Wagons
- Track Slab or inspection slab
- 5 Not to go shunting spurs – non electrified (each to accommodate 6 Wagons) to be used to uncouple Skew/Overloaded wagons and rectified on site.
- Additional inspection road.
- 1 covered parking with 4 bays
- Hot box Detector, Vehicle identification system (signaling)

- One level crossing will be relocated and another level crossing will be upgraded at Vlermuistlaagte. RSR engagement and submission of all relevant RSR documentation is required. To be verified by the survey
- All level crossings will allow for cattle grids as well.
- The site will have a 6m wide surfaced road along its length on the east of the yard and access is proposed from either Mamathwane Yard or from the R380. The servitude will be increased by approximately 80m.
- Lines to be electrified to 3 kV DC
- Relay rooms will be provided for signaling works. Color signals to be integrated the CTC's CS90 train authorization system.
- The turnouts shall be 1:20 or 1:12
- Catch points must be added to the first loop to protect the mainline
- 1:12 Runaway sets to be installed to protect loop 1 and 2

### **1.1.2 The scope of services**

The *Services* comprise the following:

The task is for the completion of an environmental authorisation process, in accordance with the 2014 EIA Regulations under the National Environmental Management Act (NEMA), 1998 (Act No. 107 of 1998) as amended and all relevant regulations promulgated in terms thereof for the proposed development of the Vlermuistlaagte loops and Sishen Erts yard Northern Cape. The proposed environmental authorisation process is an Environmental Basic Assessment (BA) as outlined in the Environmental Impact Assessment Regulations of 2014 (as amended), of the National Environmental Management Act, 1998 (Act No. 107 of 1998). The appointed Consultant will be required to conduct a comprehensive screening exercise to ensure that all triggered listed activities under the 2014 EIA regulations and listing notices (as amended) have been identified and as confirmation that the process to follow is indeed a BA.

The appointed Consultant is further expected to scope all environmental related approvals applicable to the proposed project and ensure that these are obtained from the relevant Competent Authorities as part of the BA process (any other applicable licenses, permits etc).

#### **1.1.2.1. Environmental Approval Processes**

An internal review of environmental legislation, and more specifically the NEMA EIA Regulations, has identified the following activities that will be triggered. However, the responsibility to ensure that all triggered activities, licenses and permits are identified remains with the appointed *Consultant*.

**Table 1: NEMA listed activities that are possibly triggered by the Vlermuislaagte Loops and Sishen Erts Yard are:**

Regulation & activity number	Description of listed activity
Listing Notice 3 (GN R324)	<p>4. The development of a road wider than 4 metres with a reserve less than 13,5 metres.</p> <p>(i) Outside urban areas with:</p> <p>(aa) A protected area identified in terms of NEMPAA, excluding disturbed areas;</p> <p>(ee) Critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans</p>
	<p>14. The development of— (xii) infrastructure or structures with a physical footprint of 10 square metres or more;</p> <p>Outside urban areas:</p> <p>(aa) A protected area identified in terms of NEMPAA, excluding conservancies;</p> <p>(ff) Critical biodiversity areas or ecosystem service areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans;</p>
Listing Notice 1 (GN R 327)	<p>11) (i) The development of facilities or infrastructure for the transmission and distribution of electricity—</p> <p>(i) outside urban areas or industrial complexes with a capacity of more than 33 but less than 275 kilovolts;</p>
	<p>(i) The infilling or depositing of any material of more than 10 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock</p>

Regulation & activity number	Description of listed activity
	<p>of more than 10 cubic metres from (i) a watercourse;</p> <p>27. The clearance of an area of 1 hectares or more, but less than 20 hectares of indigenous vegetation, except where such clearance of indigenous vegetation is required for—the undertaking of a linear activity</p>

**1.1.2.2. Public participation**

The appointed consultant will be required to carry out a public participation process to comply with section 40 – 44 of the EIA Regulations of 2014 (as amended). Tasks will include but not necessarily be limited to the following main activities:

- Plan, implement and manage all aspects of the public participation programme for all the parts of the Project. This includes keeping a detailed record of all public participation activities, comments received and responses to these in terms of the NEMA Regulations; Develop and maintain a comprehensive database of stakeholders as required by the NEMA Regulations. The database shall differentiate clearly with respect to key stakeholders as required by the NEMA Regulations; Announce and advertise the environmental assessment process and application for environmental authorisation appropriately, in terms of the requirements of the NEMA Regulations;
- Such announcements and advertisements shall include but not necessarily be limited to press releases, a background information document, site notice boards, and letters to stakeholders, telephone calls, e-mail correspondence and information placed on the internet;
- Public participation shall be carried out during impact assessment and appeal phases if and when necessary and as required by the NEMA Regulations;
- Liaise and consult with the competent authority and other government departments that are relevant to the Project. This includes but is not necessarily limited to Department Environmental Forestry and Fisheries, Department of Water and Sanitation, Heritage authorities and appropriate departments within the relevant Municipality;
- Where appropriate organise, conduct and record the discussions and inputs received from workshops aimed at the Competent Authority and key stakeholders while adhering to Covid 19 regulations;

- Record comments and inputs from stakeholders and draw up a Comments and Response report based on the feedback obtained from stakeholders;
- Include the Comments and Response Report in the Draft and Final BA Reports;
- Appropriate distribution of all reports and documentation in compliance with the Regulations and as required by the Competent Authority;
- On-going consultation with authorities and the broader stakeholder base throughout the BA process;
- Notification to stakeholders of the decision of the competent authority on the application; and
- Handle any appeals in consultation with the Employer, as and when necessary.

The following are the list of documents that form part of the scope of work but not limited to, for the Environmental Basic Assessment;

1. The Environmental, Social and Governance Report;
2. Manganese WUL
3. Environmental Baseline Report
4. Design drawings
5. Project Scope
6. SES and CEMP

#### **1.1.2.3. Consulting Team Requirements**

The team must have personnel who have the following key competencies:

- Professional member of the South African Council for Natural Scientific Professions
- EAP Registration with EAPASA
- Geographic Information System
- The EAP must have undertaken and completed at least five environmental Basic Assessment processes, at least one relating to infrastructure development;
- The project manager must have at least eight years relevant experience;
- The team must include a proficient public participation facilitator with a minimum of five years' experience and ensure that consultation with I&APs is open and transparent and
- Any sub-contractors contracted by the appointed EAP to undertake specialist studies or other relevant environmental approval processes, must meet the relevant requirements with respect to experience of at least 8 years; qualifications and legislation.

## 1.2 ***Employer's objectives***

The *Employer's* objective is to comply with the requirement of environmental authorisation process, in accordance with the 2014 EIA Regulations under the National Environmental Management Act, 1998 (Act No. 107 of 1998) as amended and all relevant regulations promulgated in terms thereof for the proposed development of the Vlermuislaagte Loops and Sishen Erts Yard, Northern Cape.

### 1.2.1 **Interpretation of incorporated documentation**

Wherever the following words or phrases are used in the listed or referenced documentation, they are interpreted in this *contract* as follows:

<b>Word or phrase</b>	<b>Interpretation</b>
'Transnet SOC Limited' in the context of: owner, occupier or user of the new asset; insurer of the <i>Services</i> ; paymaster (i.e. Transnet shall pay); a party to the contract.	the <i>Employer</i>
'Transnet SOC Limited' in the context of: a duty or procedure to be performed in the administration of the contract	the <i>Employer's Agent</i> as determined by the conditions of contract
'TFR', in the context as operator and owner, occupier or user of the new asset	the <i>Employer</i>
'main specification' as referred to in the <i>Employer's</i> standard specifications	This <i>Scope of services</i>
accepted by (or to the satisfaction of) the <i>Employer's Agent</i>	accepted by the <i>Employer's Agent</i>

### **1.3 Review and Acceptance of *Consultant* Documentation**

The services of an independent third party may be engaged by the *Employer* to review the *Consultant's* reports and the *Consultant* must give the necessary co-operation and supply all the necessary information required. The cost of the design review by the third party will be borne by the *Employer*.

### **1.4 Use of *Consultant's* documentation**

The *Consultant* will grant the *Employer* a licence to use the copyright in all data presented to the *Employer* in relation to the *Services* for any purpose of transfer to any third party without the consent of the *Consultant*.

Any data developed by the *Consultant* shall immediately on submission to the *Employer*, become the property of the *Employer*. Such data must be submitted to the *Employer* in its original, editable format.

#### **1.4.1 *Employer's* Site entry and security control, permits, and Site regulations**

The Site is located within an operational area of the *Employer* and the *Consultant* shall ensure the safe passage of traffic to and around the Site at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic.

The *Consultant* shall organise the work to cause the least possible inconvenience to other construction activities or operations at the Site. Access for Others to adjacent areas shall be maintained at all times.

The Site is located within an area with no access control, local community members and farmers have access to the site.

The *Consultant* shall obtain approval and/or inform the *Employer* of their intention to visit site or conduct work within the area in accordance with the access requirements of the *Employer*.

If the working area is situated within a controlled municipal area, the *Consultant* and his people shall observe all policies and procedures.

The fullest collaboration between the *Consultant*, the *Employer's* Operations Manager and the *Employer's Agent* is essential in regard to the continued operations of the *Employer*.

Housing of the *Consultant's* people on site is not permitted.

All work on, over, under or adjacent to railway lines and near high voltage equipment shall comply with Transnet SOC Limited codes of conduct.

#### **1.4.2 Restrictions to access on Site: roads, walkways and barricades**

As per paragraph 1.4.1 above

#### **1.4.3 People restrictions on Site: hours of work, conduct and records**

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Employer's Agent* prior to commencement of the proposed working hours.

*Consultant's* staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the *Employer. Consultant* staff found disobeying this instruction will be subject to disciplinary action.

The *Consultant* keeps daily records of his people engaged on the Site and Working Areas (including *Sub-Consultants*) with access to such daily records available for inspection by the *Employer's Agent* at all reasonable times.

#### **1.5 Health and safety facilities on Site**

At all times during the *Services*, the *Consultant* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this.

#### **1.6 Environmental controls**

The *Consultant* shall perform the *Services* and all activities within the Site and Working Areas having due regard for the environment and environmental management practices.

#### **1.7 Cooperating with and obtaining acceptance of Others**

During the course of the contract, departments of Transnet and other *Consultants* may be working in the general area surrounding the working area. The *Consultant* must make allowance for the necessity to interface with the activities of others, and to allow for safe access and working conditions.

At least some of the Site work may take place while the adjacent areas will be in operation. The *Consultant* shall take all necessary steps for his *Services* not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

The success of the project depends on the effective co-operation of all *Consultants* on site, and the *Consultant*, if necessary, must discuss his programme on a day to day basis with the *Employer's Agent* to ensure effective co-ordination.

#### **1.8 Publicity and progress photographs**

The *Consultant* treats all information gained through his appointment on this project as strictly confidential. The *Consultant* is not allowed to prepare or present any paper, publish any article in a technical journal, or

derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.

No photographs are to be taken unless Photographs are to be taken for record purposes only in relation to the scope.

The areas to be photographed and the quantity of photographs in each area will be determined by the *Employer's Agent* and the *Consultant*.

Progress photographs of all manufacturing work carried out off-site are also required.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
- Date of Photograph
- Subject matter

## **1.9 Consultant's Equipment**

All Equipment supplied and used by the *Consultant* on Site shall be selected and operated in such a way that damages to all existing surfaces and services are avoided. The *Consultant* will be required to repair, at his own cost and to the satisfaction of the *Employer's Agent*, any such damage caused by him.

The *Consultant* shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the *Employer's Agent* at all reasonable times.

All Equipment necessary for the survey of the *Services* shall be provided and allowed for by the *Consultant*.

## **1.10 Equipment provided by the Employer**

No Equipment will be provided by the *Employer*.

## **1.11 Employer specifications**

Due to the area being in operation, the appointed *Consultant* is to heed all necessary safety procedures during the execution of the services. Notification is to be given at all times for hours of work. Safety induction will be carried out before any work is started. This will take approximately 30 minutes.

The *Consultant* shall carry out all the activities as listed plus any others which are required, to fulfil all the functions necessary so that Transnet is able to comply with the requirements of the environmental authorisation process, in accordance with the 2014 EIA Regulations under the National Environmental Management Act, 1998 (Act No. 107 of 1998) as amended and all relevant regulations promulgated in terms thereof for the proposed development of the Vlermuislaagte Loops and Sishen Erts Yard Northern Cape.

## **1.12 Project Activities**

To achieve the objectives of the tasks, the Consultant shall undertake the following activities but not necessarily be limited to:

- Project planning and management of all project deliverables
- Review existing WUL and obtain registration certificate for the project
- Hold project planning and coordination meetings
- Submit monthly progress report to the *Employer*
- Manage Specialist Investigations-identify terms of reference for specialists and obtain approvals
- Manage review process
- Draw up and revise programme
- Review and understand existing project data and information which will be provided by Transnet on request and identify data gaps where necessary
- Conduct site visits
- Report on environmental incidents and recommend corrective actions where applicable in relation to their site visits
- Conduct a comprehensive screening exercise to identify any applicable listed activities in the 2014 EIA Regulations (as amended) or any other regulatory requirements not identified by Transnet and identify required specialist studies
- Arrange and conduct a pre-application meeting with the Competent Authorities
- Prepare and submit an application for environmental authorisation under NEMA, together with all the prescribed documents to DEFF and/ any identified competent authority
- Compile and present specialist findings to the Transnet project team
- Compile BA draft reports, any other applicable reports etc.
- Arrange and conduct meetings, workshops and interactions with stakeholders taking into account the Covid 19 Regulations
- Analyse feedback from Stakeholders and compile final BA reports.

It is the responsibility of the consultant to identify any other specialist studies and/or applicable legislation that might be applicable to the project.

**The deliverables include, but not limited to –**

- Site inspection Plan
- Environmental Basic Assessment Report
- Incident and corrective action register where applicable
- Dated photographic records
- Systematic document control system must be implemented, with document numbers for easy referencing and traceability
- Minutes of progress meeting

- Specialist Reports
- Minutes of all relevant project planning and progress meetings.

## **SECTION 2**

### **2. Management and start up**

#### **2.1 Management meetings**

The *Consultant* shall hold regular progress meetings with the *Employer's Agent* during the initial planning phase of the contract. The *Consultant* shall attend management meetings at the *Employer's Agent's* request. The *Consultant* will also attend a kick off meeting and a close-out meeting. The *Consultant* will be required to present all relevant information including quality plans, schedules, progress reports, sub-*Consultant* management details, and health, environmental and safety issues at such meetings.

The *Consultant* shall attend risk reduction meetings as and when called by the *Employer's Agent*.

Other meetings of a specialist nature may be convened by persons and at times and locations to suit the Parties (Covid Regulations to be considered for all engagements), the nature and the progress of the *Services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes, a register and recordings prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

#### **2.2 Documentation control**

The *Consultant* shall submit all documentation (including correspondence) to Transnet (*Employer*) standards and to the *Employer's Agent's* requirements in accordance with the *Employer's Agent's* document control procedure. The *Consultant* shall use his own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to him.

The *Consultant's* documentation shall be issued to the *Employer's Agent* under cover of the *Consultant's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Consultant's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of *Consultant* data submitted is dependent on the project procedure and content and shall be specified by the *Employer's Agent*, upon the notified request of the *Consultant* i.e.:

- Both Adobe Acrobat (.pdf) and native files
- Only a native file
- Only a hard copy
- Only a .pdf file

The *Consultant* shall deliver electronic media copies (CD Rom) to the *Employer's Agent* at the address stated within the Contract Data.

The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the *Consultant's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The *Consultant* shall note that documentation will be rejected if this requirement is not met.

Acceptance of documentation by the *Employer's Agent* will in no way relieve the *Consultant* of his responsibility for the correctness of information, or conformance with his obligation to provide the Services. This obligation rests solely with the *Consultant*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Employer's Agent's* consolidated comments and document status marked on the *Consultant* Review Label, is scanned and the hard copy shall be returned to the *Consultant* under cover of the *Employer's Agent's* Transmittal Note for revision or re-submittal as instructed.

The code resulting from the review is as follows, i.e.: -

- Code C1 – "Proceed, No Exception Taken"
- Code C2 – "Proceed, with Exceptions as Noted, Revise and Resubmit"
- Code C3 – "Do Not Proceed, Revise as Noted and Resubmit"
- Code C4 – "Information Only – Accepted as Submitted"
- Code C5 (FN) – "Certified Final – No Further Submittal Required"
- Code C6 (AB) – "Certified As-Built – No Further Submittal Required"

The *Consultant* shall allow the *Employer's Agent* two (2) weeks to review and respond to the *Consultant's* submission of their documentation, i.e. from time of receipt to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Employer's Agent* with prior notification in writing by the *Consultant*.

On receipt of the reviewed documentation the *Consultant* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Employer's Agent* within 2 weeks. Queries regarding comments/changes should be addressed with the *Employer's Agent* prior to re-submittal.

All revised data shall be submitted by the *Consultant* in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable.

In the case of documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

### **2.3 Safety risk management**

- Refer to Transnet Health and Safety Guidelines issued on request

#### **Personal Protective Equipment**

The following personal protective equipment shall be worn at the site at all times whilst providing the Services.

- Hard hats
- Provision of Safety Glasses/Goggles whichever offers the better protection against dust entering the eyes.
- Sufficient fresh drinking water to replace body fluids and prevent dehydration.
- All persons working within the site must wear reflective vests and protective safety boots.
- Prior to commencing with site activities, all persons shall be subjected to a Transnet Safety Induction and medical assessments.

The following additional Risks have been identified:

- The site conditions can be considered as dusty, unpleasant, noisy and dangerous.
- The wearing of appropriate Personal Protective Equipment is compulsory.
- There is uncontrolled Controlled entry into the *Services* by authorised persons. Transnet will not be held responsible for lost, damaged or stolen personal items.

## **3. Procurement**

### **3.1 Code of Conduct**

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### **3.2 Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices**

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

*3.2.1 Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

*3.2.2 Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)

*3.2.3 Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);

- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### 3.3 Conflicts of Interest

*3.3.1 A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.*

- Doing business with family members
- Having a financial interest in another company in our industry

### 3.4 The Consultant's Invoices

When the *Employer's Agent* certifies payment (see NEC3 Clause 51.1) following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission.

The invoice must correspond to the *Employer's Agent's* assessment of the amount due to the *Consultant* as stated in the payment certificate.

The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Consultant's* VAT Number; and
- The Contract number.

The invoice contains all the supporting detail.

The invoice is presented either by Email

(preserve Covid protocols of social distancing) or by hand delivery.

Invoices submitted by Email are addressed to:

**Edzisani.Siphugu@transnet.net**

Invoices submitted by hand are presented to:

**Transnet SOC Limited**

**Transnet Freight Rail**

**Inyanda House 4**

**15 Girton Road  
Johannesburg  
2001**

For the attention of The Invoice Controller, Sibongile Sibisi

The invoice is presented as an original.

### **3.5 People**

#### **Minimum requirements of people employed on the Site**

The *Consultant* shall ensure that all his people on the site work in accordance with the South African Basic Conditions of Employment Act, 75 of 1997 and the Basic Conditions of Employment Amendment Act, 11 of 2002, irrespective of being a local or overseas employee.

The *Consultant* shall ensure that all the necessary work permits are obtained and available for his overseas employees on the site.

### **4 Programming constraints**

1. The *Consultant* presents his first programme and all subsequently revised programmes
2. The *Consultant* uses Primavera version 6 for his programme submissions. Any other mechanisms of programming shall be for the approval of the Employer's Agent.
3. The *Consultant* shows on his programme submitted for Acceptance and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating the order and timing of the operations which the *Consultant* plans to do in order to provide the Services.
4. The *Consultant's* programme shows duration of operations in working days.
5. The *Consultant's* programme shows the following levels:
  - Level 1 Master Schedule – defines the major operations and interfaces between research, information gathering, options development, engineering design (if applicable), modelling, option costing, report writing and Completion.
  - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
  - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The *Employer* notifies any subsequent layouts and corresponding filters on revised programmes.

- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Consultant* relating to all operations identified on the programme representing the daily activities by each discipline.
6. The *Consultant* shows on each revised programme he submits to the *Employer* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Consultant*.
7. The *Consultant's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each activity i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 3-week Look ahead Schedule - showing two separate bars for each activity i.e. the primary bar must reflect the current forecast dates and the secondary bar

#### **10 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.

#### **11 Security clearance**

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

#### **12 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

#### **13 Tax Compliance**

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

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

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

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

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

**TIP-OFFS ANONYMOUS:**

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

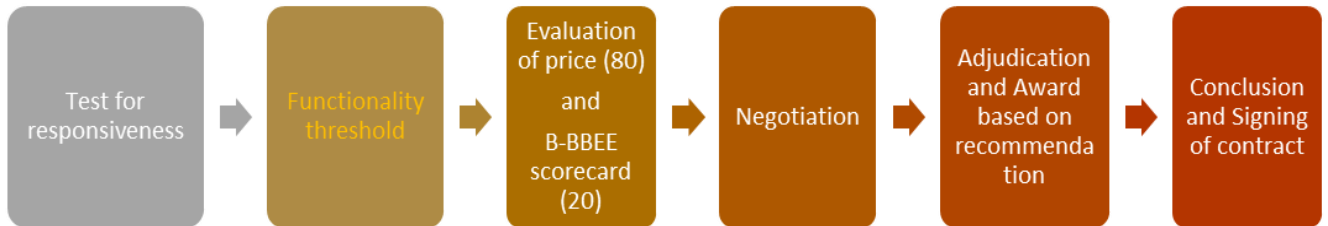
**You can choose to be Anonymous or Non-Anonymous on ANY of the platforms**  
**PLEASE RETAIN YOUR REFERENCE NUMBER**

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

### SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

#### 1 EVALUATION CRITERIA

**TRANSNET WILL UTILISE THE FOLLOWING METHODOLOGY AND CRITERIA IN SELECTING A PREFERRED SUPPLIER/SERVICE PROVIDER:**



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

The test for administrative responsiveness will include the following:

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

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

##### 1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	Section 3
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer with all items priced</li> </ul>	<i>Section 4 - Quotation Form</i>

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

**1.3 STEP THREE: Minimum Threshold 100% points for Technical Criteria**

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

Technical Evaluation Criteria	Points Weightings
• Program	10%
• Management of CV of Key Person	30%
• Previous Experience	30%
• Activity schedule with pricing data	30%
<b>Total Weighting:</b>	<b>100%</b>
<b>Minimum qualifying score required:</b>	<b>80%</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.

***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***

**1.4 STEP FOUR: Evaluation of Price and Final Weighted Scoring**

a) **Price and TCO 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) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]
- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
  - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

### 1.5 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).
- Over and above the negotiating of prices with the preferred bidder to get a market-related price, Transnet may engage preferred bidder(s) to negotiate reduced rates before or after the award of business to achieve cost effectiveness in all its contracts.

### 1.6 STEP SIX: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. There is **NO** objective criteria Transnet may apply in this bid.

### 1.7 STEP SEVEN: Award of business and conclusion of contract

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

## 2 Validity Period

Transnet requires a validity period of 90 [ninety] **19 October 2022** Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on 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.

**3 Disclosure of contract information**

**Prices Quoted**

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

**Johannesburg Stock Exchange Debt Listing Requirements**

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

**Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)**

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

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

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

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

2						
3						

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

**4 Returnable Documents**

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

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

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

**a) Mandatory Returnable Documents**

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

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1: SBD1 Form	
SECTION 4 : Quotation Form	

**b) Returnable Documents Used for Scoring**

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

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
Valid proof of Respondent’s compliance to B-BBEE requirements stipulated in Section 8 of this RFP (Valid B-BBEE certificate or Sworn Affidavit)	

**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:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
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	
Tax Compliance status	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: SBD 9 – Certificate Of Independent Bid Determination	
SECTION 8: Protection of Personal Information	

**5 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 RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

## SECTION 4 QUOTATION FORM

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

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet’s acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

### Price Schedule

I/We quote as follows for the goods/services required, on a “delivered nominated destination” basis, including VAT:

Activity No	Activity Description	Price of each Activity (Budget)
<b>1</b>	<b>Consultation with client</b>	
1.1	Attendance at Project Inception Meeting (Site Meeting)	
1.2	Comprehensive environmental screening report to determine triggered activities and environmental approvals as well as required specialist studies	
<b>2</b>	<b>Authority Consultation</b>	
2.1	Presentation, Attendance register and minutes of the pre-application consultation meeting with DEA and DWS	
2.2	List of ALL information requirements to complete the applications as required by the project, DEA and DWS subsequent pre-application meeting	
<b>3.</b>	<b>Basic Assessment process</b>	
3.1	Completed application for an Environmental Authorisation (administrative requirements e.g. application forms, obtaining client signatures, printing, submission etc. only)	

\_\_\_\_\_  
Respondent’s Signature

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

3.2	Written confirmation of receipt from DEA including file reference number	
3.3	Review existing project data	
3.4	GIS Data and Maps for BAR Report	
3.5	Draft BAR and EMPr	
3.6	Final BAR (Comments of public integrated) and proof of submission	
<b>4.</b>	<b>Water Use License Registration</b>	
4.1	Completed application for a water use license registration (administrative requirements application forms, obtaining client signatures, printing, submission etc. only)	
4.2	Written confirmation of receipt from DWS including file reference number	
4.3	GIS Data and Maps for WULA registration Report	
4.4	Final WUL registration report and proof of submission	
<b>5.</b>	<b>Public participation Process</b>	
5.1	Development and distribution of Pre-application documents – BID, site notices etc.	
5.2	Develop and maintain a comprehensive database of stakeholders	
5.3	Announce and advertise the environmental assessment process:	
<i>Notice 1</i>	Invitation to Register	
<i>Notice 2</i>	Notification of document review and public participation	
<i>Notice 3</i>	Notification of DEA's decision	
5.4	Distribution of draft BAR for public review	
5.5	Organise and facilitate a public participation meeting (venue, facilitation, presentation etc.)	
5.6	Development of Comments and Responses report	
<b>6.</b>	<b>SPECIALIST STUDIES REQUIRED FOR THE BA</b>	
6.1	Appointment of Specialists e.g. development of ToR (Administration)	
6.2	Biodiversity study (including review)	
6.3	Noise and vibration study (including review)	
6.4	Heritage & Paleontological assessment (including review)	
6.5	Social impact assessment (including review)	
<b>7.</b>	<b>Decision</b>	

7.1	Obtain Environmental authorisation (DEA's decision) and distribute to relevant stakeholders	
7.2	Management and close-out of EA appeal (provisional inclusion)	
7.3	Obtain Water-use licence registration letter (DWS's decision) and distribute to relevant stakeholders	
<b>8.</b>	<b>PROJECT MANAGEMENT &amp; CLIENT LIAISON</b>	
8.1	Minutes of all relevant project meetings, workshops and discussions (Teams progress meeting)	
8.2	Monthly Progress Report x 9 Months	
<b>TOTAL PRICES OF ACTIVITIES</b>		

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

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

**Notes to Pricing:**

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

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

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

**SECTION 5**  
**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. 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 will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:**

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

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

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ 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 the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, 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 RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or 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: \_\_\_\_\_

**SECTION 6**  
**RFQ DECLARATION AND BREACH OF LAW FORM**

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

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact 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;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
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 Transnet 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 the 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 RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

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Indicate nature of relationship with Transnet:

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***[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.***

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

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

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

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

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

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

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

**YES/NO**

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

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

Full Name	Identity Number	Name of State institution

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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
 .....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
 .....

**14 DECLARATION**

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

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

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

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

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

- 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 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**

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

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

NATURE OF BREACH:

\_\_\_\_\_

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

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

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

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

## SECTION 7 B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80/90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20/10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice

on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 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

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned,

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

unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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 is to the below designated groups:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

8.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX]

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

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

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

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS .....</p>
---

## SECTION 8

### CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

It is hereby certified that –

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

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

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

attended the **site meeting / RFQ briefing** in respect of the proposed Goods/Services to be rendered in terms of this RFQ on \_\_\_\_\_ 20\_\_

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

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

#### **NOTE:**

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

## SECTION 9

### PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be

shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

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

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