

## **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: ERACMM-KDS-36408**

**FOR THE** **PROVISION OF VEGETATION CONTROL AT LEVEL CROSSINGS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

**FOR DELIVERY TO:** **KOEDOESPOORT DEPOT**

**ISSUE DATE:** **15 JUNE 2022**

**CLOSING DATE & TIME:** **24 JUNE 2022 AT 10:00 AM**

**CLOSING ADDRESS:** **TO BE UPLOADED ON (<https://www.transnet.net>)**

**VALIDITY PERIOD:** **30 SEPTEMBER 2022 (90 WORKING DAYS)**

**PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFQ: – RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL 1**

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

*Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. 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**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	RFQ ERACMM-KDS-36408	ISSUE DATE:	<b>15 JUNE 2022</b>	CLOSING DATE:	<b>24 JUNE 2022</b>	CLOSING TIME:	10H00 AM
DESCRIPTION	<b>FOR THE PROVISION OF VEGETATION CONTROL AT LEVEL CROSSINGS AT KOEDOESPOORT FOR A PERIOD OF TWENTY FOUR (24) MONTHS</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<p>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.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>Log on to the Transnet eTenders management platform website (<a href="https://www.transnet.net">https://www.transnet.net</a>);</li> <li>Click on "TENDERS";</li> <li>Scroll towards the bottom right hand side of the page;</li> <li>Click on "register on our new eTender Portal";</li> <li>Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>Submit bid documents by uploading them into the system against each tender selected.</li> <li>No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	<b>MATETE KUTUMELA</b>			CONTACT PERSON	<b>NYADZENI RADEBE</b>		
TELEPHONE NUMBER	<b>012 315 2268</b>			TELEPHONE NUMBER	<b>066 335 4948</b>		
FACSIMILE NUMBER	<b>N/A</b>			FACSIMILE NUMBER	<b>N/A</b>		
E-MAIL ADDRESS	<a href="mailto:Matete.kutumela@transnet.net">Matete.kutumela@transnet.net</a>			E-MAIL ADDRESS	<a href="mailto:Nyadzeni.radebe@transnet.net">Nyadzeni.radebe@transnet.net</a>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION							

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

## PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-RFQORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

**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 RFQ briefing **will not be held** but should Respondents have specific queries (commercial or technical) they should email their queries to the Transnet employee(s) indicated in paragraph 4 [Communication]

### 3 Preferential Procurement Prequalification Criteria

#### Minimum B-BBEE level 1

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. The minimum B-BBEE threshold in this instance is a B-BBEE **Level 1**. Respondents who do not have at least this B-BBEE status will be disqualified.

### 4 Communication

- 4.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted via email to [\[matete.kutumela@transnet.net\]](mailto:matete.kutumela@transnet.net) on or before **22 June 2022 by 12:00**, three days prior to closing date. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 4.2 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.
- 4.3 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.
- 4.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Prudence Nkabinde on any matter relating to its RFQ response:

Telephone No. 011 584 0821

Email: [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)

### 5 Legal Compliance

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

### 6 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.

### 7 Changes to Quotations

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

## **8 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.

## **9 Disclaimers**

9.1 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 RFQ specifically provides for it;
- to cancel the RFQ 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 RFQ 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 RFQ 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.

## 10 Specification/Scope of Work

10.1 This RFQ covers the control of vegetation at level crossings by means of mechanical and/or chemical methods in the case of trees, bushes, shrubs, reeds and woody species on Transnet property, to the extent that areas treated in terms of this RFQ are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.

10.1.1. The essence of the control of vegetation at the level crossings is that Transnet Freight Rail requires clear visibility at level crossings through the control of living vegetation and the management of dead remains, to the extent that areas treated in terms of the RFQ are free from any form of vegetation (dead or otherwise) which may obscure, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks or other areas included in the RFQ.

10.1.2. The ways and means by which the above-mentioned results are obtained are the responsibility of the Respondent. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Respondent to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Respondent of his/her responsibility for satisfactory control of vegetation.

10.1.3. Failure to comply with the minimum performance proposed by the Respondent in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the RFQ.

10.1.4. The Respondent must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area and must also determine the best method to control the vegetation.

10.1.5. The performance due by the Respondent shall include any work arising from or incidental to the above or required of the Respondent for the proper completion of the RFQ in accordance with the true meaning and intent of the RFQ documents.

### 10.2 SUFFICIENCY OF RFQ

10.2.1 The RFQ will only be awarded to a Respondent who has the required experience in vegetation control and the application of herbicides in Southern Africa as stipulated in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947(Industrial weed control) .

10.2.2. A submission of a registration in this field is therefore a mandatory requirement for this project.

### 10.3 DURATION OF RFQ

10.3.1 The work provides for the control of vegetation at level crossings for commencement on the date of notification of acceptance of tender with Transnet Freight Rail for **a period of twenty four (24) months**.

### 10.4 LOCATION OF THE WORKS

10.4.1 The location of the works is as indicated in the Schedule of Quantities in the geographical area controlled by the Depot Engineering Manager for (Koedoespoort Depot).

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

10.5.1 The following material, equipment and services will be provided free of charge by Transnet Freight Rail where required:

- Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Respondent shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use. These water points may be up to 200km apart.
- Road vehicle accessibility via service roads to the work site is not always possible.
- Inspections of the areas of work by motor trolley may be arranged with the Project Manager's Deputy, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Project Manager's Deputy shall be given timeous notice (4 calendar weeks) of the Respondent's intention to inspect.

Plant and Material

10.5.2 Any plant and/or equipment provided to the Respondent at the beginning of the RFQ shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Respondent, or the value thereof will be deducted from moneys falling due to him/her.

10.5.3 the Respondent shall provide written certification of compliance with specification of any materials (chemical) or equipment supplied by him / her.

## **10.6 TO BE PROVIDED BY THE RESPONDENT**

10.6.1. In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Respondent shall provide all accommodation and toilet facilities for his/her employees.

10.6.2 The Respondent shall provide safe and secure storage facilities for all herbicides brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such herbicide.

10.6.3. The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the RFQ area.

10.6.4 The personnel of the Respondent shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue or preferably bear the name of the Respondent's company. Should the Respondent wish to use another colour this must first be cleared with the Project Manager's Deputy.

10.6.5 An effective safety procedure to be followed by all personnel on any Transnet Freight Rail work site shall be compiled by the Respondent and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

10.6.6 When required the Respondent shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.



10.6.7 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Respondent and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

10.6.8 The Respondent shall make available employees to be trained, certificated and used as Lookouts when required. The training shall be done at no charge to the Respondent.

## **10.7 EXISTING SERVICES**

10.7.1 Reinstatement of services and property damaged during execution of the work.

10.7.2 Any damages caused by the Respondent to Transnet property and services shall be rectified by the Respondent at his own cost and to the full satisfaction of the Transnet Freight Rail's representative.

## **10.8 MANAGEMENT OF THE WORKS**

### **SITE MEETING**

10.8.1 The Respondent shall attend site meetings when required. These meetings will be held under the chairmanship of Transnet's representative. These meetings will be conducted to monitor progress and discuss agreed issues when required. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards. When sub-Respondents are required to attend, the Respondent shall ensure their attendance.

### **SITE BOOKS**

10.8.2 A Site Instruction Book, A4 size, with triplicate pages shall be provided by the Respondent. The format for written communication on site shall be the Site Instruction Book. The site instruction shall have numbered sheet for receiving and recording instructions by the Employer's representative and shall be clearly marked "Site Instruction Book".

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

10.8.4. Only persons authorised in writing by the Project Manager or Respondent may make entries in the site books.

## **10.9 PROGRAMME OF WORK**

10.9.1. The Respondent shall undertake the detailed planning and programming of the entire vegetation control operation and shall submit this with the tender document.

10.9.2. The Respondent shall within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of

his/her rfq or the commencement of the annual rainy season as the case may be start with the initial treatment as submitted with the tender document.

10.9.3. The Respondent's programme shall allow for the initial application of herbicides to coincide with the rainy season, for achieving maximum success. **The programme shall be completed in the shortest possible time but not later than 8 (eight) weeks after commencement of the initial application.**

10.9.4 The programme shall be based on the quantities and numbers of level crossing shown in the Schedule of Quantities.

10.9.5. Failure by the Respondent to deliver on what was stated by him/her in the tender document shall constitute a material breach of RFQ by the Respondent, which will entitle the Employer to act in terms of the Standard Terms and Conditions of RFQ for the provision of services to Transnet.

10.9.6 In addition to the annual programme provided the Respondent shall submit daily working programmes to the Project Manager's Deputy, 7 days in advance of the next working week, indicating the specific areas where the Respondent will be working each day of the week. Failure by the Respondent to submit a daily programme and/or deviating from it without notifying the Project Manager's Deputy, preventing him/her from monitoring the Respondent's performance, may result in payment for such work being withheld.

10.9.7. It is required that for the duration of the RFQ that the Respondent shall base his / her work programme on the provision of a minimum of 2 fully operational teams, to commence work at different locations as will be indicated by the Project Manager's Deputy.

10.9.8 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

10.9.9 Returnable documents to be submitted at the time of tendering

The items listed below will form part of the evaluation criteria for this project

10.9.9.1 2 X valid Pest Control Operator registration certificate for industrial weed control in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947, this certificate is a compulsory requirement for this project.

10.9.9.2 A program of work in a gantt chart format as per the schedule of quantities with a completion time of not more than 8 (eight weeks). The work program should indicate the number of days/weeks the work will be executed incorporating the extent and amount of work as in the schedule of quantities, work area measures (hectares/work lots) and the work location to be inclusive of the work program.

10.9.9.3 A schedule of the plant and equipment dedicated to this project with a minimum requirement of the following items but not limited to:

- 14 brush cutters
- 4 knapsack sprayers
- 4 chainsaws

10.9.9.4 A list of registered herbicides/chemicals registered for the intended use which will be used in the work, supported by Product label, specimen labels and material safety data sheets, indicating:

- Trade name
  - Generic name
  - Registration Number
  - Ingredients (type and content) as shown on the label
  - Application rates
- a) The herbicides to be applied, design mixes, rates of application and the timing and number of applications.
  - b) A minimum of 2 (two) years referenced proof of experience for industrial weed control not limited to the railway environment, the experience can be in a form of completed projects &/or personnel occupational experience in the field of industrial weed control .The reference should have contact information either in a form of email & or telephonic contact .
  - c) The methods and procedures to be implemented in the handling of herbicides pertaining to health and safety, quality control, protection of third parties and security,
  - d) The provision of a minimum of an operational team of 14 employees inclusive of the Pest Control Operator to carry out the works on site indicating function of each personnel in the team .
  - e) The following safety requirements:
    - The companies Safety Health and Environmental policy (SHEQ policy),
    - A Safety Health and Environmental Plan (SHE Plan)
    - A risk assessment in relation to this project
  - f) An assessment, based on a proper site investigation of the nature and types of vegetation (a list) to be controlled in the RFQ area.
  - g) The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the RFQ,
  - h) The methods and procedures to be implemented in the handling of herbicides pertaining to health and safety, quality control, protection of third parties and security,

10.9.5. The Respondent shall conduct regular site investigations and monitoring procedures for the purpose of:

- Ascertaining the nature of weed infestation and factors that could influence the work;
- monitoring the standard of weed control achieved;
- identifying any damage or hazards which may have been caused by the weed control operation, and
- planning of timeous execution of remedial work where control is not being achieved.

## 10.10 PERFORMANCE MONITORING INSPECTIONS

- 10.10.1 The Respondent shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 10.10.2. The Project Manager's Deputy shall at any time during the application periods carry out inspections of the Respondent's performance methods and procedures. He/she may at any time take samples of the herbicide applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Respondent and he/she may be ordered by the Project Manager's Deputy to re-treat entire level crossing or sections where such herbicide were applied.
- 10.10.3. The Project Manager's Deputy will carry out **eight** official inspections for the entire duration of the RFQ namely, **four** inspections in each season. For the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Respondent shall be present or forfeit his/her right to dispute the measurements and evaluation of the Project Manager's Deputy.
- 10.10.4. The first inspection will take place after the completion of the entire initial works of the **1<sup>st</sup> season** . Periodic visits from the Project Manager's Deputy will occur with the aim of evaluating work done during the initial spraying programme. With each visit the site diaries will be signed by the Project Manager's Deputy and the Respondent's Supervisor on site.
- 10.10.5. The second inspection shall be done at 4 months after the start date of the RFQ and after the Respondent has notified the Project Manager's Deputy that control as specified has been achieved or clear signs are evident that control is in the process of being achieved.
- 10.10.6. The third inspection shall be done at, or within 8 months after the start date of the RFQ and after the Respondent has notified the Project Manager's Deputy that control as specified has been achieved.
- 10.10.7. The fourth inspection shall be done at, or within 11 months after the start date of the RFQ and after the Respondent has notified the Project Manager's Deputy that control as specified has been achieved.
- 10.10.8. The fifth inspection will take place after the completion of the entire initial works at, or within 14 months after the start date of the RFQ for the **2<sup>nd</sup> season** . Periodic visits from the Project Manager's Deputy will occur with the aim of evaluating work done during the initial spraying programme for the second season. With each visit the site diaries will be signed by the Project Manager's Deputy and the Respondent's Supervisor on site.
- 10.10.9. The sixth inspection shall be done at 17 months after the start date of the RFQ and after the Respondent has notified the Project Manager's Deputy that control as specified has been achieved or clear signs are evident that control is in the process of being achieved.
- 10.10.10. The seventh inspection shall be done at, or within 20 months after the start date of the RFQ and after the

Respondent has notified the Project Manager's Deputy that control as specified has been achieved.

10.10.11. The eighth inspection shall be done at, or within 23 months after the start date of the RFQ and after the Respondent has notified the Project Manager's Deputy that control as specified has been achieved.

10.10.12. During each of these inspections the level crossings treated will each be measured and evaluated.

10.10.13. The rejection of level crossings section/s that do not comply with the standard of control will be final and valid for that inspection in that particular year. The rejection by the Transnet Representative of work performance may be contested by the Respondent only at the time and place of rejection.

10.10.14. The rejection of level crossing section/s at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Respondent may execute further remedial work in order to achieve control at further and final inspections

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

## **10.11 PRICING INSTRUCTIONS**

10.11.1. The prices and rates must cover all costs and expenses that may be required for the execution of the works.

10.11.2. The quantities set out in the Schedule of Quantities are estimated and may be more or less than stated. The Respondent shall submit with the tender a complete and detailed priced Schedule of Quantities (prepared in black ink) for the Works.

10.11.3. Each item shall be priced by the Respondent. If the Respondent has omitted to price any items in the Schedule of Quantities, the tender will be regarded as non-responsive.

10.11.4. Payment for this RFQ shall be based on the Schedule of Quantities and the payment will be made in accordance with the rates tendered in the Schedule of Quantities.

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

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

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

## **PAYMENT**

9.11.8 Payment will be based on the numbers of level crossing treated as instructed by the Project Manager's Deputy and to which the Respondent successfully applied the vegetation control measures and has achieved the standard of control

9.11.9 No payment will be made for rejected level crossing where control achieved does not meet the standards of control specified.

### **Measurement and payment for the work completed will be made in 8 stages.**

- a) After completion of the initial spraying of the entire RFQ area the Project Manager's Deputy and the Respondent will determine the work completed (number of level crossing sprayed). The Respondent will thereafter receive payment at 30% of the rates tendered for all of the completed work.
- b) The Respondent will thereafter receive payment at 20% of the rates tendered for all level crossing where control as specified has been achieved or clear signs are evident that control is in the process of being achieved.
- c) The 3<sup>rd</sup> payment will be conducted concurrent with the 3<sup>rd</sup> official inspection. The Respondent will thereafter receive payment at 30% of the rates tendered for all level crossing where the required standard of control has been achieved.
- d) The 4<sup>th</sup> payment will be conducted concurrent with the 4<sup>th</sup> official inspection. The Respondent will thereafter receive payment at 20% of the rates tendered for all level crossing where the required standard of control has been achieved.
- e) The 5<sup>th</sup> payment will be conducted concurrent with the 5<sup>th</sup> official inspection. After completion and spraying of the entire RFQ area the Project Manager's Deputy and the Respondent will determine the work completed (number of level crossing sprayed). The timing of this spray must be aligned with the annual rainy season to ensure optimal results. The Respondent will thereafter receive payment at 30% of the rates tendered for all of the level crossing sprayed, where the required standard of control has been achieved. All level crossing where control has not been achieved will be recorded as a rejected level crossing (as per clause 0).

- e) The 6<sup>th</sup> payment will be conducted concurrent with the 6<sup>th</sup> official inspection. The Respondent will thereafter receive payment at 20% of the rates tendered for all level crossing where the required standard of control has been achieved.
- g). The 7<sup>th</sup> payment will be conducted concurrent with the 7<sup>th</sup> official inspection. The Respondent will thereafter receive payment at 30% of the rates tendered for all level crossing where the required standard of control has been achieved.
- i) In The 8<sup>th</sup> payment will be conducted concurrent with the 8<sup>th</sup> official inspection. The Respondent will thereafter receive payment at 20% of the rates tendered for all level crossing where the required standard of control has been achieved.

## 10.12 ENVIRONMENTAL REQUIREMENTS

10.12.1. The Respondent's procedures for the procurement, storage, handling, transportation, application and general use of herbicide shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).
- d) The National Environmental Management Act (Act 107 of 1998).
- e) The National Environmental Management Biodiversity act (Act 10 of 2004).
- f) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- g) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- h) Common law of nuisance.
- i) Mountain Catchment Area Act (Act 63 of 1970).
- j) The National Veld and Forest Fire Act (Act 101 of 1989)
- k) National Forest Act, act no. 84 of 1998.
- l) National Environmental Management: Waste Act, Act no. 59 of 2008.

10.12.2 The Respondent's authorised representative on site shall be a **registered Pest Control Operator**, specialising in the field of **industrial weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.

10.13.3 In the event of work taking place on numerous sites at the same time, the Respondent must ensure that there is a registered Pest Control Operator on each site. If a different Pest Control Operator from the one provided in the tender document is allocated to a specific team the Project Manager's deputy must be notified in writing together with a copy of a valid Pest control Operator certificate.

10.12.3 Certified copies of valid Pest Control Operators registration certificates of the supervisory staff that **are accountable for the works in this tender**. The name of the Pest Control Operator must be linked in the staffing structure to a specific team responsible for spraying.

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

### 10.13 DAMAGE TO FAUNA AND FLORA

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

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

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

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

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

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

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

### 10.14 CONTROL

10.14.1. Control is achieved when all existing or potential growth of vegetation is cut to a maximum height of 300mm.

- The constituent parts of all plants occurring within the area of treatment cease to exceed 300mm in height.
- The constituent parts of all plants (dead or alive) cease to exceed 300mm in height for the total duration of the RFQ.
- There are no dead or dry remains of any vegetation within the treated area, which may constitute a fire hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

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

### 10.15 CLEAN LEVEL CROSSING

10.15.1 The successful control of vegetation at a railway level crossing, giving motorists a clear vision to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign (See Annexure 1).

10.15.2 Level Crossings where control is required may be irregular in shape and will normally be measured per crossing as per sketch.



- 10.15.3 For inspection and payment purposes, any growth taller than 300mm in any one of the level crossing quadrants of a level crossing shall result in that/those level crossing section/s being rejected.

#### 10.15.4 Level Crossing Quadrant

- 10.15.4.1 A level crossing consists out of four quadrants. The number of quadrants per level crossing to be treated can differ and is as per schedule of quantity (See Annexure 1).

#### 10.15. Level Crossing Section

- 10.15.1 A level crossing section is the level crossing quadrants to be treated that are on the same side of the railway line (See Annexure 1). A level crossing section can consist of one or two level crossing quadrants as specified In the Schedule of Quantities.

- 10.15.2 Formation is the finished earthworks surface upon which the track is laid.

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

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

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

### 10.16 METHOD OF VEGETATION CONTROL

- 10.16.1 The Respondent's methods and program shall provide rapid and effective control in all areas. Techniques, programming and herbicide employed shall therefore be directed at this aim. The Respondent shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the RFQ.

- 10.16.2 Where an herbicide approach to vegetation control is adopted, hoeing (skoffel) and slashing of live vegetation will not be allowed as a method of achieving control. Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only, shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in 15.2 will be permitted.

- 10.16.3 Vegetation control in terms of the RFQ will normally be required in respect of the yards. The type of herbicides and the methods of application to be employed are as specified in the applicable returnable documents and are subject to the approval of, and monitoring by the Project Manager's Deputy.

If the Respondent uses different herbicides from those approved by the Project Manager's Deputy as contained in the tender document, approval shall first be obtained in writing for use of other herbicides.

- 10.16.4 Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.

- 10.16.5 Any deviation from the method of work submitted as per the applicable returnable document by the Respondent shall be subject to the approval of the Project Manager's Deputy.

- 10.16.6 During the course of the RFQ the Project Manager reserves the right to advise the Respondent on the active ingredients utilised to minimize the risk for the weeds to develop resistance to certain herbicides.

#### **10.17 STANDARDS OF WORKMANSHIP**

- 10.17.1 Vegetation control shall be such that there be no dry or dead remains of vegetation within the level crossing greater than 300mm in height that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations.
- 10.17.2 For this RFQ, the Respondent should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices for the first year only, includes all work necessary to achieve the required control
- 10.17.3 In addition, there shall be no dry or dead remains of vegetation within the level crossing greater than 300mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.
- 10.17.4 The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Project Manager's Deputy.

#### **10.18 MANUAL REMOVAL OF VEGETATION**

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

#### **10.19 REMEDIAL WORK**

- 10.19.1 The Respondent shall carry out remedial work to all level crossing where control has not been achieved, prior to the official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 300mm and forming a nuisance or hazard to Transnet Freight Rail operations, from the treated level crossing.
- 10.19.2 The Project Manager's Deputy may, at any time after the first measurement order the Respondent to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Project Manager's Deputy for his/her approval. Failing to do so the Project Manager's Deputy may arrange for such action to be carried out by others at the cost of the Respondent.
- 10.19.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.
- 10.19.4 Fire may not be used as a method of vegetation control or as a method of remedial action.

**10.20 OVERALL CONTROL**

10.20.1 Material breach or penalty if does not spray entire RFQ area

10.20.2 The overall standard of control to be achieved by the Respondent over the RFQ area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

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

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

YEAR	1	2 and Consecutive years
Minimum % of the total work, which shall comply, with the standard of control for individual work-lots.	80	90

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

**10.21 WORK SPECIFICATION**

10.21.1 The following standard Specifications will be applicable to this RFQ: Standard Specifications

- SANS 1200A – General
- SABS Code of Practices no 0206-1983 "Safety procedures for the disposal of surplus pesticides and associated toxic waste."

10.21.2. The following Transnet Generic Specifications will be applicable to this RFQ:

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

**HEALTH AND SAFETY**

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

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

- Working with herbicides
- live OHTE

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

10.21.5. The Respondent shall be responsible to ensure the use of only technically competent trained staff on all types of work. The Respondent will have to ensure that the Respondent's personnel operating his/her own locomotives, haulage equipment, road rail vehicles or any other track vehicles on Transnet Freight Rail lines undergo a Transnet Freight Rail Operating course and also receive a certificate of track section competency. This cost is to be borne by the Respondent.

10.21.6. The Respondent shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.

10.21.7. The Respondent shall be responsible to ensure that site staff are always competently trained with regards to Electrical Awareness Training.

10.21.8 The Respondent shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area Project Manager's Deputies and RFQ 'supervisors' site staff are always competently trained with regards to PWC Electrical Educational Training.

10.21.9. The Respondent shall also be responsible to ensure that RFQ managers in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).

10.21.10. The Respondent shall ensure that all his employees undergo medical surveillance where required by legislation.

10.21.11. Non-compliance with safety requirements will result in an immediate suspension of work without payment.

10.21.12. Where training is required by the Respondent, Transnet Freight Rail (TFR) is committed to provide training, the Respondent shall qualify his tender as to what and how many staff, training will be required for. After award of the RFQ, the Respondent shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Project Manager's Deputy, for this training / testing.

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

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

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

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

**11 Legal review**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed RFQ terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**12 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subRFQor(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 RFQ may require.

**13 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.**

**14 Tax Compliance**

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire RFQ 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-RFQors 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:**

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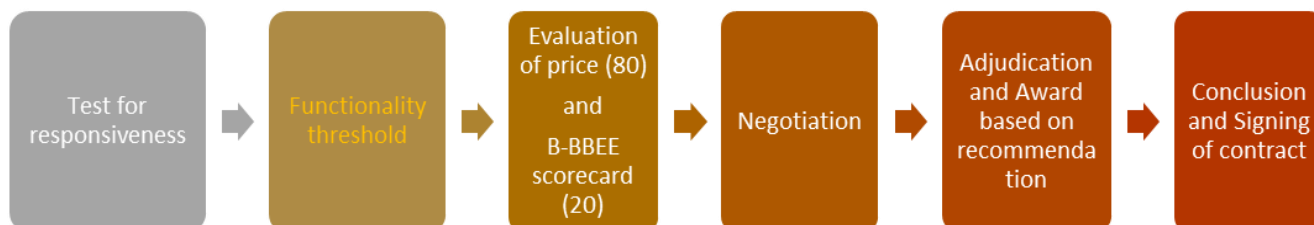
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### SECTION 3

#### EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

#### 1 Evaluation Criteria

Transnet will utilise the following methodology and criteria in selecting a preferred respondent



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

The test for administrative responsiveness will include the following:

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

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

##### 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
• Whether any general and legislation qualification criteria (excluding preferential procurement) set by Transnet, have been met	<i>All sections</i>
• SBD 1 Form (fully completed and signed)	<i>Section 1</i>
• Whether the Bid contains a priced offer (all items priced)	<i>Section 4 - Quotation Form</i>
• Whether any set prequalification criteria for preferential procurement have been met:- only Respondents in the following categories may respond to this RFQ: Respondents B-BBEE level status 1	

***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: Mandatory document (phase 1-- for Technical pre-qualification) and (phase 2 – 70 points) for Functional Criteria**

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

**1.3.1 PHASE 1: Mandatory document**

Technical Evaluation Criteria Mandatory Returnable Document	Submitted (Yes or No)
2 x valid pest control operator certificate (PCO) in industrial weed control issued by Department of Agriculture, Forestry and Fisheries as per Act 36 of 1947	

Bidders fail to submit the above mandatory document, will not proceed to phase 2.

**1.3.2 PHASE 2: Minimum Threshold of 70 points for Functional Criteria**

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)
<ul style="list-style-type: none"> <li>• <b>Technical Capacity</b> <ul style="list-style-type: none"> <li>– Proven experience doing level crossing (10 points)</li> <li>- List of herbicides (15 points)</li> <li>- Company organogram (15 points)</li> </ul> </li> </ul>	40	(0 to 5)
<ul style="list-style-type: none"> <li>• Delivery period <ul style="list-style-type: none"> <li>- Work programme (15 points)</li> <li>- List of plant availability (Knapsacks – 5 points) (Brushcutters - 5 points) (Water tanks - 5 points)</li> </ul> </li> </ul>	30	(0 to 5)
<ul style="list-style-type: none"> <li>• SHEQ Policy and Environmental Plan (SHE Tenderer Management System)</li> </ul>	30	
<b>Total Weighting:</b>	<b>100</b>	
<b>Minimum qualifying score required:</b>	<b>70</b>	

Respondents must complete and submit **all sections under Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure B.

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

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

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

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

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

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

**b) 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 RFQ 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 RFQ 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 RFQs.

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

No objective criteria will be applicable for this RFQ.

**1.7 STEP SEVEN: Award of business and conclusion of RFQ**

- Immediately after approval to award the RFQ 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 RFQ will be concluded with the successful Respondent(s).

- Otherwise, a final RFQ 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] **30 September 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 RFQ has been concluded.

## **3 Disclosure of RFQ 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 RFQ i.e. the name of the company, goods/services provided by the company, the value and duration of the RFQ, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

### **Domestic Prominent Influential Persons (DPID) 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 DPID 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 (DPID) 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=DPID>, Respondents are required to disclose any commercial relationship with a DPID or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X) <b>Active</b> <b>Non-Active</b>	
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business RFQs entered into with DPIP 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.**



**Returnable Document**

<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	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Proof of CSD Registration Summary Report - Respondent to be registered on the NT Central Respondent Database (CSD)	
SECTION 3: Evaluation Methodology, Criteria And Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 13: 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 RFQ emanating from this RFQ. Should the Respondent be awarded the RFQ [**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.

---

 Respondent's Signature

---

 Date & Company Stamp

## **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 RFQ 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:

**PLEASE REFER TO ANNEXURE A TO COMPLETE ALL ITEMS AS PER PRICE SCHEDULE**

**Delivery Lead-Time from date of purchase order: \_\_\_\_\_ [days/weeks]**  
**(how long it will take to cut the grass)**

*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 RFQ 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 could 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-RFQ 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 RFQ 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:

Indicate nature of relationship with Transnet:

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

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

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

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

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

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

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

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

**YES/NO**

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

<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 RFQ?

**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 RFQ.

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 RFQ.

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

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

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

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-RFQing more than 25% of the value of the RFQ to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-RFQor is an EME that has the capability and ability to execute the sub-RFQ.

4.6 A person awarded a RFQ may not sub-RFQ more than 25% of the value of the RFQ to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the RFQ is sub-RFQed to an EME that has the capability and ability to execute the sub-RFQ.

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-RFQING

<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.



7.1 Will any portion of the RFQ be sub-contractor?

( ***Tick applicable box*** )

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

7.1.1 If yes, indicate:

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

( ***Tick applicable box*** )

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

- v) Specify, by ticking the appropriate box, if s sub-contractor 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
- ☐ Other Suppliers, e.g. transporter, etc.

[ *TICK APPLICABLE BOX* ]

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

**Returnable Document**

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-BBE 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 RFQ being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the RFQor 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 subRFQing arrangements or any of the conditions of RFQ 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 RFQ 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 subRFQed 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 RFQ;
  - (e) recommend that the bidder or RFQor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....

**SIGNATURE(S) OF BIDDERS(S)**

DATE: .....

ADDRESS .....

**SECTION 8: PREVIOUS EXPERIENCE IN VEGETATION CONTROL AT LEVEL CROSSING**

Please indicate below a minimum of **five (5)** company names and contact details of previous and/or existing customers and if there are more than five(5) references please do indicate them on a separate attachment.:

**REFERENCE 1 [Completion certificates/previous purchase orders or Letter of Award must be provided]**

<b>Name of Company</b>			
<b>RFQ description</b>			
<b>RFQ number</b>		<b>Contact person</b>	
<b>Approximate RFQ value</b>		<b>Designation of contact person</b>	
<b>Commodities /services delivered</b>		<b>Email address</b>	
<b>RFQ start date</b>		<b>Telephone number (landline)</b>	
<b>RFQ end date</b>		<b>Telephone number (cell)</b>	

**REFERENCE 2 [Supporting documents must be provided]**

<b>Name of Company</b>			
<b>RFQ description</b>			
<b>RFQ number</b>		<b>Contact person</b>	
<b>Approximate RFQ value</b>		<b>Designation of contact person</b>	
<b>Commodities /services delivered</b>		<b>Email address</b>	
<b>RFQ start date</b>		<b>Telephone number (landline)</b>	
<b>RFQ end date</b>		<b>Telephone number (cell)</b>	

**REFERENCE 3 [Supporting documents must be provided]**

<b>Name of Company</b>			
<b>RFQ description</b>			
<b>RFQ number</b>		<b>Contact person</b>	

<b>Approximate RFQ value</b>		<b>Designation of contact person</b>	
<b>Commodities /services delivered</b>		<b>Email address</b>	
<b>RFQ start date</b>		<b>Telephone number (landline)</b>	
<b>RFQ end date</b>		<b>Telephone number (cell)</b>	

**REFERENCE 4 [Supporting documents must be provided]**

<b>Name of Company</b>			
<b>RFQ description</b>			
<b>RFQ number</b>		<b>Contact person</b>	
<b>Approximate RFQ value</b>		<b>Designation of contact person</b>	
<b>Commodities /services delivered</b>		<b>Email address</b>	
<b>RFQ start date</b>		<b>Telephone number (landline)</b>	
<b>RFQ end date</b>		<b>Telephone number (cell)</b>	

**REFERENCE 5 [Supporting documents must be provided]**

<b>Name of Company</b>			
<b>RFQ description</b>			
<b>RFQ number</b>		<b>Contact person</b>	
<b>Approximate RFQ value</b>		<b>Designation of contact person</b>	
<b>Commodities /services delivered</b>		<b>Email address</b>	
<b>RFQ start date</b>		<b>Telephone number (landline)</b>	
<b>RFQ end date</b>		<b>Telephone number (cell)</b>	

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

**SECTION 9: SHE TENDERER MANAGEMENT SYSTEM**

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Respondents will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

**TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.**

Evaluation of Tenderer SHE Management System	Score criteria		N/A
<b>Company Name:</b>			
<b>Tender Description:</b>			
<b>Tender Number:</b>			
<b>Date:</b>			
<b>1. Provide SHE Policy</b>			
<i>The Policy provided by the Tenderer is:</i> Outlines clear statement of objectives Shows commitment to improve performance Relevant to company operations	2 – COMPLIES TO ALL(2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT SUBMITTED		
<b>2. Provide SHE Organogram</b>			
<i>The company Organogram includes as a minimum:</i> Legal appointees required for this project i.e Management appointments, SHE Reps, First Aiders, Risk Assessor, Safety Officer etc.	2 – INCL ALL MINIMUM APPOINTEES 1- PARTIALLY COMPLIANT 0 –NOT SUBMITTED		
<b>3. Provide Letter of good standing</b>			
<i>Tenderer provides evidence of:</i> Up to date Letter of good standing with the Compensation Commissioner, FEMA or Rand Mutual	2 – SUBMITTED 0 – NOT SUBMITTED OR NOT UP TO DATE		
<b>4. Provide breakdown of SHE Cost</b>			
<i>The tenderer is able to demonstrate that he has made provision for the cost of health and safety for the project:</i> Proof or declaration that cost of health and safety included in tender price Cost breakdown submitted	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2)		

Evaluation of Tenderer SHE Management System	Score criteria		N/A
	0 – NOT COMPLY TO ALL		
<b>5. Training Records</b>			
Tenderer able to demonstrate evidence of: SHE training analysis, certificates, or Job specific training Induction training program	2 – COMPLIES TO ALL (2/2) 1 – Partially compliant (1/2) 0 – Not comply to all		
<b>6. Provide Health and Safety (SHE) Plan, does it contain the following:</b>			
<b>SHE Responsibilities</b> <i>SHE responsibilities in the company documented and comprise:</i> SHE responsibility defined Defined for different levels in organisation	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Risk Assessments</b> <i>Tenderer has mechanisms in place for the identification of hazards, assessment of risks and the implementation of control measures associated with work. This includes:</i> Documented risk assessments for relevant work or risk and hazard identification process/procedure Competent persons responsible for undertaking risk assessments	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Safe Work Procedures</b> <i>The tenderer is able to demonstrate safe work procedures will be developed based on risks/hazards relating to scope of work and known to employees:</i> Developed from risk assessment process Employees trained on Safe Work Procedures	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>SHE Training</b> <i>Tenderer able to demonstrate training will be provided based on risk/hazards identified:</i> Training based on training needs analysis/risks/hazards identified Induction training to be conducted	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Regular Audits/Inspections</b> <i>Tenderer able to demonstrate that regular audit and inspections will be conducted:</i> Workplace audits/inspection schedules, minimum monthly Types of audits/inspections undertaken	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Health and Safety Communication</b> <i>Tenderer able to demonstrate health and safety issues will be communicated to employees:</i> Tool box/Daily safety talks meetings conducted to discuss hazards on site, incident recall, safety performance or other communication methods etc	2 – COMPLIES TO ALL 1/1) 0 – NOT COMPLY TO ALL		

Evaluation of Tenderer SHE Management System	Score criteria		N/A
<b>SHE Representative</b> <i>Tenderer able to demonstrate:</i> Health and safety representatives to be appointed (NB 20 employees or more) Health and safety representatives appointed in writing	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>SHE Incident Reporting and Investigation</b> <i>Tenderer able to demonstrate that incidents will be recorded, reported and investigated:</i> Incidents recorded/reported Incident investigation conducted	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1-2) 0 – Not comply to all		
<b>Personal Protective Equipment (PPE)</b> <i>Tenderer able to demonstrate that PPE will be issued based on risk/hazards employees are exposed to:</i> PPE needs analysis done or is it issued based on risk Employees trained on use of PPE	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Emergency Planning</b> <i>Tenderer able to demonstrate a plan will be developed to deal emergency situations:</i> Emergency plan or procedure will be available Employees trained on procedure	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Fall Protection</b> <i>Tenderer able to demonstrate that work from a fall risk position will be conducted safely:</i> Work from fall risk position undertaken under competent supervision Employees working from fall risk position are trained and medically fit Fall protection plan include rescue plan, risk assessment, inspection, testing and maintenance of fall protection equipment	2 – COMPLIES TO ALL (1/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Substance abuse policy/testing/procedure</b> <i>Tenderer able to demonstrate that substance abuse will be monitored and dealt with:</i> Substance abuse policy or testing procedure available Process to deal with positive results	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Provision of first aid</b> <i>Tenderer able to demonstrate that measures to provide prompt first aid assistance will be implemented:</i> Competent first aiders Provision of first aid equipment	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		

Evaluation of Tenderer SHE Management System	Score criteria		N/A
<b>Provision of medical surveillance</b> <i>Tenderer able to demonstrate that medical surveillance program for employees will be implemented:</i> All employees with undergo medical surveillance Conducted by Occupational Health Practitioner	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Selection, procurement and management of subRFQors</b> <i>Tenderer able to demonstrate that where subRFQors are appointed, only RFQors who can demonstrate that they will be work safely are appointed:</i> Assess RFQors whether they have resources to perform work safely Appoint subRFQors who demonstrate that they will do the work safely	2 – COMPLIES TO ALL (2/2) 1 – PARTIALLY COMPLIANT (1/2) 0 – NOT COMPLY TO ALL		
<b>Marks obtained</b>			
<b>Total Marks</b>			
<b>PERCENTAGE OF SCORE</b>			

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



**SECTION 10: SCHEDULE OF PLANT AND EQUIPMENT**

Schedule of major plant and equipment to be used in the execution of this agreement in terms of the Agreement Conditions and specifications. The respondent must state which plant is immediately available and which will be ordered for and plant to be acquired for. The quantities for each plant and equipment must be specified.

- i. **A minimum of 5 projects in vegetation control and industrial chemical/herbicide weed control - not limited to the railway environment. (proof of completion letters/award letters/references to be submitted)**

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- ii. **List of Herbicide/s registered for the intended use with the following items : -Product label – Specimen label of the listed Herbicides - MSDS (Material Safety Data Sheet) for the listed herbicides.**

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- iii. **Company's organogram**

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***Note: If not provided/completed, it will have a negative influence on your technical evaluation scoring.***

**SECTION 11: DELIVERY SCHEDULE**

Schedule of plant and equipment to carry out the works. List of plant and equipment available for this project to carry out operation as specified namely :	Owned	Hired/Leased
• Minimum 12 brush cutters		
• 4 knapsack sprayers		
• 4 chainsaws		

***Note: If not provided/completed, it will have a negative influence on your technical evaluation scoring.***

**SECTION 12: SHEQ POLICY AND A HEALTH, SAFETY AND ENVIRONMENTAL PLAN.**

**Respondents are required to submit SHEQ and health, safety and environmental plan.**

Please submit a separate attachment of the SHEQ and health, safety and environmental plan with the RFQ.

The SHEQ and health, safety and environmental plan must be relevant to the method to be used for control.

**The minimum requirements that needs to be addressed in Safety Plan are as follows and it must be relevant to vegetation control at level crossing:**

- i. SHEQ Policy** : (Safety, Health, Environment & Quality Policy).
- ii.** SHE Plan: Health, Safety & Environmental Plan
- iii.** Safe working procedures relating to this project
- iv.** A risk assessment relating to the project
- v.** All other documents as per SHE Management System (section 9)

YES	
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NO	
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***Note: If not provided/completed, it will have a negative influence on your technical evaluation scoring***

## **SECTION 13**

### **PROTECTION OF PERSONAL INFORMATION (For normal RFQ)**

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, RFQ award, RFQ 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>	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this 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

**ANNEXURE B – TECHNICAL QUESTIONNAIRE****NAME OF BIDDER:** \_\_\_\_\_**RFQ: ERACMM-KDS-36408****Description of Works:** For the provision of vegetation control at level crossings at Koedoespoort for a period of twenty four (24) months

	<b>THRESHOLD</b>
<b>TECHNICAL PRE-QUALIFICATION</b>	
<b>FUNCTIONAL EVALUATION</b>	<b>70 points</b>

**Phase 1 ~ Technical Evaluation**

The Respondents will be required to submit the following technical mandatory documents in Phase 1 in order to progress to Phase 2

<b>Technical Criteria</b>	<b>Documents submitted and compliant (Yes/No)</b>
2 x Valid Pest control operator certificate (PCO) in industrial weed control issued by Department of Agriculture, Forestry and Fisheries	

**Phase 2 ~ Functional Evaluation**

The minimum threshold for technical/functionality must be met or exceed for a Respondent to progress to the next step of evaluation.

Quality Criteria	points Weightings	Scoring Guideline (0-5)
<b>Technical Capability:</b>	<b>40</b>	
<p><b>Previous work experience:</b> A minimum of 2 years of experience of industrial chemical/herbicide weed control - not limited to the railway environment.</p> <p>Schedule of tenderer's previous well referenced experience on (RFQ work &amp; / or recognised occupational acquired experience on industrial weed control. The minimum requirement is of 2 years of experience. Reference should include company's contact number &amp; or email address with duration of service ,if the experience is not well referenced it may not be considered.</p> <p><b>What evidence is submitted:</b></p> <p>_____</p> <p>_____</p> <p><b>Where in your Tender file, is the evidence located:</b></p> <p>_____</p> <p>_____</p>	<b>10 points</b>	<p>0 (0) = No experience in vegetation and industrial chemical weed control</p> <p>1 (2) = experience in vegetation control ≤ 6 months.</p> <p>2 (4) = experience in vegetation control &gt; 6 months ≤ 1 year.</p> <p>3 (6) = = experience in vegetation control &gt; 1 year ≤ 1 year 6 months</p> <p>4 (8) = = experience in vegetation control &gt; 1 year 6 months &lt; 2 years</p> <p>5 (10) = = experience in vegetation control ≥ 2 years.</p>

Respondent's Signature

Date &amp; Company Stamp

**Returnable Document**

<p><b>List of Herbicide/s</b> registered for the intended use capable of achieving long term control(systemic, controlling pre &amp; post emergence of weeds and should be a non-selective weed controller with residual effect provided with the following items :</p> <ul style="list-style-type: none"> <li>-Product label</li> <li>- Specimen label of the listed Herbicides</li> <li>- MSDS (Material Safety Data Sheet ) for the listed herbicides</li> </ul> <p>List 2 (two) or more proposed herbicides registered for the intended use with the product label, specimen label and MSDS.</p> <p><b>What evidence is submitted:</b></p> <hr/> <hr/> <p><b>Where in your Tender file, is the evidence located:</b></p> <hr/> <hr/>	<b>15 points</b>	<p>0 = No submission</p> <p>1 (3) = Listed herbicide, but herbicide/s are not registered for the intended use</p> <p>2 (6) = Listed registered herbicide/s, but only Product label submitted</p> <p>3 (9) = Listed registered herbicide but only product &amp; Speciman labels submitted</p> <p>4 (12) = Listed one registered herbicide with product, specimen labels and MSDS sheets</p> <p>5 (15) = Listed two herbicide/s and all registered for the intended use with all the required items</p>
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**Returnable Document**

<p><b>Company's organogram</b></p> <p>A detailed Company's operational team organogram indicating the number and function of employees on the operational team to carry out the work on site (This should show the number of employees intended to be hired upon awarding of the RFQ indicating the number of operators, safety personnel and 2 PCO certificate holders. The required number of the operational team executing the work on site should consist of at least 14 employees inclusive of PCO's with 7 people assigned per team inclusive of PCO per team .</p> <p>A team member can be appointed as a safety REP &amp; also working as a brush cutter operator &amp; a PCO can also function as an operator.</p> <p><b>What evidence is submitted:</b></p> <p>_____</p> <p>_____</p> <p><b>Where in your Tender file, is the evidence located:</b></p> <p>_____</p> <p>_____</p>	<p><b>15 points</b></p>	<p>0 (0) = No information provided</p> <p>1 (3) = One site operational team only</p> <p>2 (6) = Two site operational teams consisting of less than 5 employees per team</p> <p>3 (9) = Two site operational teams consisting of 5 employees per team</p> <p>4 (12) = Two site operational teams consisting of 6 employees per team</p> <p>5 (15) = Two site operational teams consisting of 7 employees per team</p>
	<p><b>40 points</b></p>	

Quality Criteria	points Weightings	Scoring Guideline (0-5)
<b>Work Programme : 30 Points</b>		
<p><b>Delivery period</b></p> <p>The initial work programme for the entire agreement area to be completed in 8 (eight) weeks or less.</p> <p>Detailed work programme in a Gantt chart format according to the schedule of quantities and the specified time of not more than 8 (eight) weeks to complete the work . The work program should indicate the number of days/weeks the work will be executed incorporating the extent and amount of work as in the schedule of quantities , work area measures (hectares/work lots ) and the work location to be inclusive of the work program</p> <p><b>What evidence is submitted:</b></p> <p>_____</p> <p>_____</p> <p><b>Where in your Tender file, is the evidence located:</b></p> <p>_____</p> <p>_____</p>	<b>15 points</b>	<p>0 (0) = No work program included .</p> <p>1 (3) = Work program submitted, but do not indicate duration of work.</p> <p>2 (6) = Work program included and completion of work is &gt; 12 weeks .</p> <p>3 (9) = Work program included and completion of work is &gt; 10 weeks ≤ 12 weeks.</p> <p>4 (12)= Work program included and completion of work is &gt; 8 weeks ≤ 10 weeks</p> <p>5 (15) = Work program included and completion of work is ≤ 8 weeks.</p>

<p><b>Schedule of plant and equipment to carry out the works</b></p> <p>A list of plant and equipment available for this project to carry out operation as specified, namely: 4 knapsacks, but not limited</p> <p><b>What evidence is submitted:</b></p> <hr/> <hr/> <p><b>Where in your Tender file, is the evidence located:</b></p> <hr/> <hr/>	<b>5 points</b>	<p>0 (0) = No submission of any plant  1 (1) = A provision of knapsacks  2 (2) = A provision of 1 knapsacks  3 (3)= A provision of 2 knapsacks  4 (4)= A provision of 3 knapsacks  5 (5)= A provision of 4 knapsacks or more</p>
<p>Schedule of plant and equipment to carry out the works</p> <p>A list of plant and equipment available for this project to carry out operation as specified, namely : - 14 brush cutters but not limited to (7 per team)</p> <p><b>What evidence is submitted:</b></p> <hr/> <hr/> <p><b>Where in your Tender file, is the evidence located:</b></p> <hr/> <hr/>	<b>5 points</b>	<p>0 (0) = No submission of any plant  1 (1) = A provision of 1 to 3 brushcutters  2 (2) = A provision of 4 to 6 brushcutters  3 (3)= A provision of 7 to 10 brushcutters  4 (4)= A provision of 11 to 13 brushcutters  5 (5)= A provision of 14 brushcutters or more</p>
<p>Schedule of plant and equipment to carry out the works</p> <p>A list of plant and equipment available for this project to carry out operation as specified, namely: - 4 Chainsaw</p> <p><b>What evidence is submitted:</b></p> <hr/> <hr/> <p><b>Where in your Tender file, is the evidence located:</b></p> <hr/> <hr/>	<b>5 points</b>	<p>0 (0) = No submission  1 (1) = A provision of chainsaw or more  2 (2) = A provision of 1 chainsaw or more  3 (3) = A provision of 2 chainsaw or more  4 (4) = A provision of 3 chainsaw or more  5 (5) = A provision of 4 chainsaw or more</p>

Quality Criteria	Weightings	Scoring Guideline (0-5)
<b>SHEQ Policy and Environmental Plan (SHE MANAGEMENT SYSTEM)</b>		
<p>The SHE management system questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Respondents will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes</p> <p><b>What evidence is submitted:</b></p> <p>_____</p> <p>_____</p> <p><b>Where in your Tender file, is the evidence located:</b></p> <p>_____</p> <p>_____</p>	<b>30 points</b>	<p>0(0) = No documents submitted</p> <p>1 (6) = Bidders scored &lt; 25 points as per SHE Management Questionnaire</p> <p>2 (8) = Bidders scored &gt;25 ≤ 30 points as per SHE Management Questionnaire.</p> <p>3 (12) = Bidders scored &gt;30 ≤ 35 points as per SHE Management Questionnaire.</p> <p>4 (24) = Bidders scored &gt;35 &lt; 40 points as per SHE Management Questionnaire.</p> <p>5 (30) = Bidders scored 40 points as per SHE Management Questionnaire</p>

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

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

# ANNEXURE A - PRICE SCHEDULE

Line code	Section	km point	Type	Area (m²)	Unit Price/m²	Total Price (Year 1)	Unit Price/m Year 2)	Total Price (Year 2)	Total Price for Year 1 & Year 2
91	Greenview - Rayton	23,5	Mech	3840,00					
	Greenview - Rayton	26,442	Public	3840,00					
	Greenview - Rayton	27,629	Private	3840,00					
	Greenview - Rayton	29,953	Private	3840,00					
	Greenview - Rayton	33,695	Private	3840,00					
	Greenview - Rayton	35,238	Private	3840,00					
	Greenview - Rayton	39,728	Private	3840,00					
92	Rayton - Cullinan	0,897	Public	3840,00					
	Rayton - Cullinan	1,069	Public	3840,00					
	Rayton - Cullinan	1,442	Public	3840,00					
	Rayton - Cullinan	5,152	Public	3840,00					
	Rayton - Cullinan	8,78	Public	3840,00					
	Rayton - Cullinan	10,09	Public	3840,00					
82	Pretoria North - Pyramid Station	15,074	Private	3840,00					
	Pretoria North - Pyramid Station	17,293	Public	3840,00					
	Pretoria North - Pyramid Station	19,76	Public	3840,00					
	Pretoria North - Pyramid Station	21,626	Public	3840,00					
	Pretoria North - Pyramid Station	22,228	Private	3840,00					
	Pretoria North - Pyramid Station	22,393	Private	3840,00					
	Pretoria North - Pyramid Station	22,633	Private	3840,00					
	Pretoria North - Pyramid Station	22,944	Private	3840,00					
	Pretoria North - Pyramid Station	23,192	Private	3840,00					
23	Pendoring - Atlanta	2,974	Public	3840,00					
	Pendoring - Atlanta	3,418	Private	3840,00					
	Pendoring - Atlanta	3,462	Private	3840,00					
	Pendoring - Atlanta	3,71	Private	3840,00					
	Pendoring - Atlanta	3,982	Private	3840,00					
	Pendoring - Atlanta	4,074	Private	3840,00					
	Pendoring - Atlanta	4,67	Private	3840,00					
	Pendoring - Atlanta	5,376	Private	3840,00					
	Pendoring - Atlanta	6,13	Public	3840,00					
	Pendoring - Atlanta	6,613	Private	3840,00					
	Pendoring - Atlanta	7,209	Public	3840,00					
	Pendoring - Atlanta	8,578	Private	3840,00					
	Pendoring - Atlanta	11,121	Public	3840,00					
	Pendoring - Atlanta	11,461	Private	3840,00					
	Pendoring - Atlanta	12,773	Public	3840,00					
	Pendoring - Atlanta	13,596	Public	3840,00					
	Pendoring - Atlanta	14,021	Mech	3840,00					
	Pendoring - Atlanta	16,482	Public	3840,00					

	Pendoring - Atlanta	19,092	Private	3840,00					
	Pendoring - Atlanta	22,287	Public	3840,00					
	Pendoring - Atlanta	23,045	Private	3840,00					
	Pendoring - Atlanta	24,219	Private	3840,00					
	Pendoring - Atlanta	24,683	Private	3840,00					
	Pendoring - Atlanta	24,841	Private	3840,00					
	Pendoring - Atlanta	26,632	Private	3840,00					
	Pendoring - Atlanta	26,848	Private	3840,00					
	Pendoring - Atlanta	27,744	Public	3840,00					
	Pendoring - Atlanta	28,391	Private	3840,00					
	Pendoring - Atlanta	29,445	Private	3840,00					
	Pendoring - Atlanta	30,219	Private	3840,00					
	Pendoring - Atlanta	30,906	Private	3840,00					
	Pendoring - Atlanta	31,395	Private	3840,00					
	Pendoring - Atlanta	32,415	Private	3840,00					
	Pendoring - Atlanta	32,969	Private	3840,00					
	Pendoring - Atlanta	34,064	Private	3840,00					
	Pendoring - Atlanta	35,084	Private	3840,00					
	Pendoring - Atlanta	36,216	Private	3840,00					
	Pendoring - Atlanta	36,355	Private	3840,00					
	Pendoring - Atlanta	36,705	Private	3840,00					
	Pendoring - Atlanta	36,987	Public	3840,00					
	Pendoring - Atlanta	37,13	Private	3840,00					
	Pendoring - Atlanta	37,341	Private	3840,00					
	Pendoring - Atlanta	37,589	Private	3840,00					
	Pendoring - Atlanta	37,808	Private	3840,00					
	Pendoring - Atlanta	38,047	Private	3840,00					
	Pendoring - Atlanta	38,285	Private	3840,00					
	Pendoring - Atlanta	38,53	Private	3840,00					
	Pendoring - Atlanta	39,927	Private	3840,00					
	Pendoring - Atlanta	44,433	Private	3840,00					
25	Pendoring - Rustenburg	56,114	Public	3840,00					
	Pendoring - Rustenburg	57,018	Public	3840,00					
	Pendoring - Rustenburg	59,852	Public	3840,00					
	Pendoring - Rustenburg	61,812	Public	3840,00					
	Pendoring - Rustenburg	64,454	Private	3840,00					
	Pendoring - Rustenburg	66,157	Private	3840,00					
	Pendoring - Rustenburg	67,756	Mech	3840,00					
	Pendoring - Rustenburg	69,325	Private	3840,00					
	Pendoring - Rustenburg	71,669	Private	3840,00					
	Pendoring - Rustenburg	72,661	Private	3840,00					
	Pendoring - Rustenburg	75,309	Private	3840,00					
	Pendoring - Rustenburg	81,296	Private	3840,00					
	Pendoring - Rustenburg	82,497	Mech	3840,00					
	Pendoring - Rustenburg	85,9	Public	3840,00					
	Pendoring - Rustenburg	86,297	Public	3840,00					
	Pendoring - Rustenburg	87,039	Public	3840,00					
	Pendoring - Rustenburg	88,256	Public	3840,00					
	Pendoring - Rustenburg	90,585	Private	3840,00					
	Pendoring - Rustenburg	94,29	Private	3840,00					
	Pendoring - Rustenburg	98,183	Public	3840,00					

	Pendoring - Rustenburg	99,5	Private	3840,00					
	Pendoring - Rustenburg	100,885	Private	3840,00					
	Pendoring - Rustenburg	102,461	Public	3840,00					
	Pendoring - Rustenburg	102,694	Private	3840,00					
	Pendoring - Rustenburg	103,434	Private	3840,00					
	Pendoring - Rustenburg	104,802	Mech	3840,00					
	Pendoring - Rustenburg	106,674	Private	3840,00					
	Pendoring - Rustenburg	108,305	Private	3840,00					
	Pendoring - Rustenburg	109,452	Mech	3840,00					
26	Rustenburg - Northam	111,7	Public	3840,00					
	Rustenburg - Northam	114,265	Public	3840,00					
	Rustenburg - Northam	122,883	Public	3840,00					
	Rustenburg - Northam	124,752	Public	3840,00					
	Rustenburg - Northam	129,5	Private	3840,00					
	Rustenburg - Northam	129,89	Private	3840,00					
	Rustenburg - Northam	131,828	Private	3840,00					
	Rustenburg - Northam	134,959	Private	3840,00					
	Rustenburg - Northam	135,2	Public	3840,00					
	Rustenburg - Northam	136,607	Private	3840,00					
	Rustenburg - Northam	138,604	Private	3840,00					
	Rustenburg - Northam	139,643	Public	3840,00					
	Rustenburg - Northam	141,167	Public	3840,00					
	Rustenburg - Northam	143,15	Private	3840,00					
	Rustenburg - Northam	147,96	Private	3840,00					
	Rustenburg - Northam	150,707	Private	3840,00					
	Rustenburg - Northam	155,717	Private	3840,00					
	Rustenburg - Northam	157,722	Private	3840,00					
	Rustenburg - Northam	164,838	Private	3840,00					
	Rustenburg - Northam	165,467	Public	3840,00					
	Rustenburg - Northam	168,158	Private	3840,00					
	Rustenburg - Northam	176,435	Public	3840,00					
	Rustenburg - Northam	178,075	Public	3840,00					
	Rustenburg - Northam	181,759	Private	3840,00					
	Rustenburg - Northam	188,991	Private	3840,00					
	Rustenburg - Northam	189,597	Private	3840,00					
	Rustenburg - Northam	191,485	Private	3840,00					
	Rustenburg - Northam	195,221	Private	3840,00					
	Rustenburg - Northam	197,254	Private	3840,00					
	Rustenburg - Northam	199,334	Private	3840,00					
	Rustenburg - Northam	200,12	Private	3840,00					
	Rustenburg - Northam	200,654	Public	3840,00					
26	Northam - Thabazimbi	208,009	Public	3840,00					
	Northam - Thabazimbi	216,822	Private	3840,00					
	Northam - Thabazimbi	218,182	Private	3840,00					
	Northam - Thabazimbi	220,346	Private	3840,00					
	Northam - Thabazimbi	225,781	Private	3840,00					
	Northam - Thabazimbi	227,39	Private	3840,00					
	Northam - Thabazimbi	229,957	Private	3840,00					
	Northam - Thabazimbi	230,2	Private	3840,00					
	Northam - Thabazimbi	230,978	Private	3840,00					

	Northam - Thabazimbi	232,059	Private	3840,00					
	Northam - Thabazimbi	239,747	Private	3840,00					
	Northam - Thabazimbi	246,45	Public	3840,00					
	Northam - Thabazimbi	248,55	Private	3840,00					
27	Northam - Schoongesight	203,05	Public	3840,00					
	Northam - Schoongesight	207,147	Private	3840,00					
	Northam - Schoongesight	209,47	Private	3840,00					
	Northam - Schoongesight	210,808	Private	3840,00					
	Northam - Schoongesight	211,4	Private	3840,00					
	Northam - Schoongesight	212,65	Private	3840,00					
	Northam - Schoongesight	214,702	Public	3840,00					
	Northam - Schoongesight	215,51	Public	3840,00					
	Northam - Schoongesight	217,325	Private	3840,00					
	Northam - Schoongesight	218,205	Private	3840,00					
	Northam - Schoongesight	220,38	Private	3840,00					
	Northam - Schoongesight	221,818	Private	3840,00					
	Northam - Schoongesight	223,169	Public	3840,00					
	Northam - Schoongesight	223,453	Private	3840,00					
	Northam - Schoongesight	225,405	Private	3840,00					
	Northam - Schoongesight	227,025	Private	3840,00					
	Northam - Schoongesight	228,154	Private	3840,00					
	Northam - Schoongesight	230,05	Private	3840,00					
29	Thabazimbi - Ellisras	5,92	Private	3840,00					
	Thabazimbi - Ellisras	6,847	Private	3840,00					
	Thabazimbi - Ellisras	9,943	Private	3840,00					
	Thabazimbi - Ellisras	9,996	Private	3840,00					
	Thabazimbi - Ellisras	10,05	Mech	3840,00					
	Thabazimbi - Ellisras	11,48	Private	3840,00					
	Thabazimbi - Ellisras	12,978	Private	3840,00					
	Thabazimbi - Ellisras	16,703	Private	3840,00					
	Thabazimbi - Ellisras	17,253	Private	3840,00					
	Thabazimbi - Ellisras	27,199	Private	3840,00					
	Thabazimbi - Ellisras	31,722	Private	3840,00					
	Thabazimbi - Ellisras	41,753	Private	3840,00					
	Thabazimbi - Ellisras	43,142	Private	3840,00					
	Thabazimbi - Ellisras	45,842	Private	3840,00					
	Thabazimbi - Ellisras	50,684	Private	3840,00					
	Thabazimbi - Ellisras	52,886	Private	3840,00					
	Thabazimbi - Ellisras	53,286	Private	3840,00					
	Thabazimbi - Ellisras	56,516	Private	3840,00					
	Thabazimbi - Ellisras	57,653	Private	3840,00					
	Thabazimbi - Ellisras	61,72	Private	3840,00					



	Thabazimbi - Ellisras	63	Private	3840,00					
	Thabazimbi - Ellisras	64,812	Mech	3840,00					
	Thabazimbi - Ellisras	66,317	Private	3840,00					
	Thabazimbi - Ellisras	70,48	Private	3840,00					
	Thabazimbi - Ellisras	73,175	Private	3840,00					
	Thabazimbi - Ellisras	74,407	Private	3840,00					
	Thabazimbi - Ellisras	79,312	Private	3840,00					
	Thabazimbi - Ellisras	80,438	Private	3840,00					
	Thabazimbi - Ellisras	84,975	Private	3840,00					
	Thabazimbi - Ellisras	95,441	Private	3840,00					
	Thabazimbi - Ellisras	98,48	Private	3840,00					
	Thabazimbi - Ellisras	100,969	Private	3840,00					
	Thabazimbi - Ellisras	103,29	Private	3840,00					
	Thabazimbi - Ellisras	106,163	Private	3840,00					
	Thabazimbi - Ellisras	109,259	Private	3840,00					
	<b>Sub-Total excluding VAT</b>								
	<b>15% VAT</b>								
	<b>Grand Total including VAT</b>								

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**between**

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

**And**

.....

Registration Number .....

**FOR THE APPOINTMENT OF A SUPPLIER FOR THE PROVISION OF VEGETATION CONTROL  
AT LEVEL CROSSINGS AT KOEDOESPOORT FOR A PERIOD OF TWENTY FOUR (24)  
MONTHS**

**CONTRACT NUMBER                      ERACMM-KDS-36408**

**DURATION                                      24 MONTHS**

**COMMENCEMENT DATE              TBA**

**EXPIRY DATE                              TBA**

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**Schedule 1 – SCHEDULE OF REQUIREMENTS**

## **1 SOLE AGREEMENT**

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures Services [**Services**] specified in the Order from the person to whom the Order is addressed. Supplier/Service Provider does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

## **2 CONFORMITY WITH ORDER**

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

## **3 DELIVERY AND TITLE**

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

## **4 PRICE AND PAYMENT**

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

## **5 PAYMENT OF NON-COMPLIANCE PENALTIES:**

- a) Subject to Clause (e) above, the Supplier/Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Supplier/Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Supplier/Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The Supplier/Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- c) Should the Supplier/Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Supplier/Service Provider from the account of the Supplier/Service Provider in the ensuing month.
- d) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Supplier/Service Provider.

## **6 PROPRIETARY RIGHTS LIABILITY**

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods/Services; or
- b) modify or replace the Goods/services so that they become non-infringing,

provided that in both cases the Goods/services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of

any continued use of the infringing Goods/services after Supplier/Service Provider's prior written request to remove the same.

## **7 PROPRIETARY INFORMATION**

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

## **8 PROTECTION OF PERSONAL INFORMATION**

a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

b) 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.

c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier/Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, 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.

d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:

- i. they process personal information only for the express purpose for which it was obtained;
- ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;

- iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
  - iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
  - v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
  - vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
  - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
  - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 9.1. The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 9.2. Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall mutatis mutandis apply to all authorised third parties who process personal information.
- 9.3. The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 9.4. The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it

identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.

9.5. The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.

9.6. Personal Information security breach:

- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, 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. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

## **9 PUBLICITY**

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.



**10 TERMINATION OF ORDER**

- 10.1 Notwithstanding the date of signature hereof, the commencement date of this Order is ..... and will expire on ..... unless:
- this Order is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
  - this Order is extended at Transnet's option for a further period to be agreed by the Parties; or
  - the allocated maximum contract value is depleted before the contract expiry date.
- 10.2 Transnet may cancel this Order in whole or in part at any time upon at least 30 [thirty] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 10.3 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 10.4 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 10.5 If the Goods/services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods/services or any damage caused due to the failure or delay in the delivery.
- 10.6 Both parties to this agreement reserve the right to terminate this agreement:
- 12.6.1. If the other commits a material breach of this contracts and fails to remedy such breach within a stipulated time frame or within a reasonable time;
  - 12.6.2. There is non-performance from either of the parties; or
  - 12.6.3. If the other party is unable to perform its obligations under this agreement.

## 11 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## 12 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Goods/services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

## 13 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

## 14 SUBCONTRACTING

- 14.1 The Supplier/Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 14.2 Should Transnet approve the Supplier's/Service Provider's subcontracting arrangement, the Supplier/Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 14.3 The Supplier/Service Provider may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 14.4 The Supplier/Service Provider may not subcontract 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 of contributor than the Supplier, unless the contract is subcontracted to an

Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

## **15 PAYMENT TO SUB-CONTRACTORS**

- 15.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier/Service Provider, subject to the following conditions:
- a) Receipt of an undisputed invoice from the sub-contractor; and
  - b) Receipt of written confirmation from the Supplier/Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier/Service Provider, against the required standards.
- 15.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier/Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 15.3 The Supplier/Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 15.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier/Service Provider, whatsoever.

## **16 ASSIGNMENT**

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

## **17 SUPPLIER INTEGRITY PACT**

The Supplier/Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;

## **18 DATABASE OF RESTRICTED SUPPLIERS**

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or

cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

## **19 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

## **20 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

## **21 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 10. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

## **22 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

**Thus signed by the Parties and witnessed on the following dates and at the following places:**

SIGNED for and on behalf of  <b>Transnet SOC Ltd</b>  duly authorised hereto	SIGNED for and on behalf of  .....  duly authorised hereto
Registration Number 1990/000900/30	Registration Number .....
Signature .....	Signature .....
Name: .....	Name:
Position: .....	Position:
Date:	Date:
Place: .....	Place:
AS WITNESS:   Signature .....	AS WITNESS:   Signature .....
Name .....	Name .....