

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 PTH/55142

FOR THE PROVISION OF: CLEANING AND MAINTENANCE OF CULVERTS

FOR DELIVERY TO:	BETWEEN DE AAR - SWARTKOPS AND GEORGE-MOSSELBAY
ISSUE DATE:	18 FEBRUARY 2022
CLOSING DATE:	08 MARCH 2022
CLOSING TIME:	10:00 AM

SECTION 1: SBD1 FORM**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	PTH/55142	ISSUE DATE:	18/02/2022	CLOSING DATE:	08/03/2022	CLOSING TIME:	10h00 am
DESCRIPTION	THE PROVISION OF CLEANING AND MAINTENANCE OF CULVERTS BETWEEN DE AAR – SWARTKOPS AND GEORGE - MOSSELBAY						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT STREET ADDRESS)							
Secretariat of the Acquisition Council, Admin Support Office Transnet Freight Rail Tender Box, Ground Floor Foyer FC Sturrock Building Fleming Street Gqeberha (Port Elizabeth) 6001							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Anele Gwanya			CONTACT PERSON	Wongalethu Ntoni		
TELEPHONE NUMBER	041 507 2721			TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	041 507 2000			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Anele.gwanya@transnet.net			E-MAIL ADDRESS	Wongalethu.ntoni@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE NUMBER:	REGISTRATION	REFERENCE
					MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]		
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS WILL 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

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.

DESCRIPTION	THE PROVISION OF CLEANING AND MAINTENANCE CULVERTS BETWEEN DE AAR - SWARTKOPS AND GEORGE – MOSSELBAY
RFQ DOWNLOADING	<p>This RFQ may be downloaded directly from National Treasury e-Tender Publication Portal at www.etenders.gov.za or the Transnet Freight Rail website: http://www.transnetfreightrail-tfr.net / Supplier / Pages/Tenders.aspx free of charge.</p> <p>To download RFQ and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>Alternatively, this RFQ may be purchased at R 100.00 (inclusive of VAT) per set for those bidders that require a hard copy from Transnet.</p> <p>Payment is to be made as follows:</p> <p>Bank: Standard Bank Account Number: 203158598 Branch: Braamfontein Branch code: 004805 Account Name: Transnet Freight Rail Reference: PTH/55142</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.</p> <p>Once Bidders download the RFQ off the Portal, they are required to send their contact details to the following address: GRP-TFR-PETenders@transnet.net</p> <p>This is to ensure that any required communication in relation to this RFQ reaches those intending to respond. Furthermore, any addenda to the RFQ or clarifications will be published on the e-tender portal. Bidders are required to check the e-tender portal prior to finalising their bid submissions for any changes or clarifications to the RFQ.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFQ with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
ISSUE AND COLLECTION DATE DEADLINE	<p>Bidders are to note that the RFQ documents will be available for download from 22/02/2022 or may be collected between 09:00 am and 15:00 pm from 22/02/2022 until 25/02/2022 Bidders wishing to collect a hard copy of such RFQ documents from the Transnet issuing office, are required to inform that office at the contact details indicated below on the day before collection in order to allow for timeous reproduction of the documentation.</p> <p>Name: Anele Gwanya Email address: GRP-TFR-PETenders@transnet.net SCS office of Transnet Freight Rail FC Sturrock Building Ground Floor Foyer Fleming Street Gqeberha (Port Elizabeth)</p>

CLOSING DATE	<p>10:00 AM on Tuesday, 08 MARCH 2022</p> <p>This bid shall close punctually at the following address: Secretariat of the Acquisition Council, Admin Support Office Transnet Freight Rail Tender Box, Ground Floor Foyer FC Sturrock Building Fleming Street Gqeberha (Port Elizabeth) 6001</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
BID OPENING	A public opening will not be held for this bid, however Respondents will be provided with a copy of the opening register when requested.
VALIDITY PERIOD	<p>90 Business Days from Closing Date End of validity period: 08 May 2022</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>
COMMENTS/COMPLAINTS	Kindly note that all comments and complaints regarding all RFx's issued by Transnet may be directed to TFRProcurement.Complaints@transnet.net .

2 Formal Briefing

A compulsory pre-proposal site meeting and RFQ briefing will be conducted at Paterson Station on the **24/02/2022**, at 10h00 for a period of \pm 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in Section 11 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFQ briefing.*
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.

3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to Wongalethu.ntoni@transnet.net before **12:00 pm on 02 March 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Name	Email Address	Telephone	Fax
Anele Gwanya	GRP-TFR-PETenders@transnet.net	041 507 2173	041 507 2000
Ronelle Blom		041 507 2721	041 507 2000
Phumla Maldaka		041 507 2720	041 507 2000

4 Legal Compliance

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

5 Employment Equity Act

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

6 Changes to Quotations

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

7 Binding Offer

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

8 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether

the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

9 Specification

1 Description of the works

- 1.1 This contract makes provision for the cleaning of storm water drainage culverts that are located within the geographical areas controlled by the Depot Engineer, Infrastructure, Port Elizabeth by means of the manual and mechanical removal of vegetation, soil deposits, and other wastes in and around the culverts.
- 1.2 The culverts consist of different types and sizes of culverts, which ranges between:
 - pipe culverts: with diameters between 200mm to 1000mm
 - box culverts: with width/breadth/span that ranges from 350 mm to 6000 mm
- 1.3 This contract makes provision for the cleaning of 160 culverts.
- 1.4 An indication of the number of culverts to clean within a certain section is given in the *Price List*, however these quantities could vary slightly from one section to another considering interim maintenance that can take place from the time the specifications of the contract were drafted until the contract is awarded.
- 1.5 A list with specifications of size and kilometre points of the various culverts within the railway section is provided, however the work is not limited to this list. It is only limited to the total number of 160 culverts that must be cleaned.
- 1.6 The Employer may request the Contractor to clean any other culvert that is not on the culvert list as long as it is within the listed railway sections and does not exceed a total of 160 culverts to be cleaned.
- 1.7 The Contractor must be familiar with the procedures and techniques of civil maintenance works of this type and to comply with the required standards.
- 1.8 At some areas the work might require machinery, e.g. a Bobcat and/or TLB, for the opening of drains and course-ways leading to the culverts and for the removal of the material as a result thereof.
- 1.9 The work will require vegetation maintenance machinery, like chainsaws and brush cutters, for the cutting and removal of vegetation.
- 1.10 The culverts are to be cleaned in such a way as to permit the free-flow of water through the culverts to their maximum capacity.
- 1.11 Gradients must be in such a way that allows water to flow free without it (the water) damming inside the culvert.
- 1.12 The culvert catchwater drains leading to the culverts must be cleared of vegetation and soil up to a distance of 10m from the culvert on both directions
- 1.13 The tenderer must clearly state in his tender the method to be used to clean the culverts. {e.g. use of shovels, vegetation clearing tools and a TLB (when needed)}
- 1.14 All solid wastes, soil deposits or other materials (including vegetation) that blocks the drains leading to the culvert inlet and from the culvert outlet that prevents the water from flowing to and from the culverts must be removed with the proper equipment as needed to complete the works under this Contract.
- 1.15 All solid wastes, soil deposits or other materials (including vegetation) that prevents the water from flowing through the culverts must be removed with the proper equipment as needed to complete the works under this Contract.
- 1.16 All materials removed from the culvert must be transported to a designated area as indicated by the Technical Officer or his/her Deputy.

2 Sufficiency of contract and time to complete the works

A Site Inspection Certificate signed by the Technical Officer (compulsory) must be submitted with the quotation, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of the works that need to be performed.

The contractor shall indicate the duration in months that they will require to complete the works, but this shall not be longer than two (2) months.

The contractor shall be required to complete the works and have it approved in this period. This period shall be inclusive of weekends, and public holidays. Working hours for the contractor will be from 7:00 till 16:30 on weekdays.

3 Site establishment

Site establishment costs must be spread over and included in the prices given for other items of work in the price list.

4 The site

Access to the sites will be via the Transnet service roads. The key for gates in the service road can be obtained from the Technical Officer, but it must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.

No Transnet property like sleepers, rails, fencing, cables and ballast stone are to be removed from the site.

The repairs of any damages to the Transnet fencing/railway lines, Eskom power lines and Telkom will be for the Contractors account. The Contractor must arrange for the damage to be repaired within one day. Alternatively these costs will be deducted from the tendered amount, and Transnet will arrange for the repair of the damage.

In areas where there is no access road, contractor will be required to walk to the culverts unless transport is organised by Transnet for rail transport.

5 To be supplied/provided by the contractor

- 5.1 The Contractor shall provide sufficient personnel, material, plant and equipment to clean the culvert as identified according to the specification to complete the work successfully.
- 5.2 The Contractor is responsible to supply his own equipment, transport and labour to clean the culvert as identified according to the specification to complete the work successfully.
- 5.3 The Contractor must provide appointed persons (equipped with a whistle and white flags) to warn people on the site against approaching trains by blowing a whistle.
- 5.4 The contractor is responsible to use protective clothing and adhere to the safety rules and regulations of Act 85.
- 5.5 No accommodation or camping site will be provided by Transnet or be allowed on Transnet property.

6 Program for the execution of the works

It is required of the successful Tenderer to commence work two weeks after receiving letter of acceptance. The ending date of contract will be **19 March 2022**. It will be expected of the Contractor to inform the Technical Officer about his daily activities. This information is required in

order to inform the Train personnel of activities adjacent to railway lines and is important for the safety of the Contractor and his personnel.

7 Penalty clause

Failing to complete of the works within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet Freight Rail, the contractor shall pay to Transnet Freight Rail as penalty 0.5% of the contract amount for every day or part thereof during which the works remain incomplete. This will be deducted from the contract payment.

8 Insurance of the works

The Contractor shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the works.

The Contractor shall, in his interests, obtain insurance of his own site establishment, materials, plant, equipment and tools, as well as insurance for his motor vehicles and the common law liabilities of the Contractor as an employer. Transnet shall arrange insurance for public liability.

9 To be provided by Transnet

The following services will be provided free of charge by Transnet Freight Rail where required

A Deputy Technical Officer will assist the Technical Officer on site where possible, for supervision of the works in order to monitor the Contractor's performance and ensure quality of the works.

Safety Induction Training to the Contractor and his/her staff.

10 Final inspection of the works

Inspection of the work will be done on an **on-going** basis. If the work is found to be satisfactory, the Contractor will be allowed to submit a tax invoice together with the job order (if any) depending on the arrangements between the contractor and the Technical Officer.

11 Measurement and Payment

Payment will be based on the successful completion of the works as specified in terms of the tender and where the Contractor has successfully achieved the standard of the specifications for the tender within the required time frame.

No payment will be made where the work has not been successfully completed accordance the specifications.

Measurement and payment for work completed will be as follows:

After the completion of the work, the Technical Officer and the Contractor will inspect the work performed.

If the works is found to be satisfactory and according the specified specifications, the Contractor shall receive his/her payment monthly based on the work completed and according to the tendered price as initially tendered for each specific railway section as indicated on the Schedule of Quantities.

The Contractor will thereafter receive a final Completion Certificate to certify that the works under the agreement is finalised.

Penalties of 0.5% of the contract amount for every day or part thereof during which the works remain incomplete will apply.

12 Temporary Camps

No campsites or accommodation will be available to the Contractor on Transnet premises. The Contractor must arrange for all facilities needed and these costs must be included in the tender price. (refer to item 5.6)

13 Pollution prevention and environmental awareness

According to the Environmental Management System of the Transnet, pollution must be prevented as far as possible. Where pollution occurs due to the negligence of the Contractor, he/she will be responsible for corrective actions or he/she will be held liable for corrective actions required.

14 Performance monitoring and evaluation

Transnet Freight Rail shall inspect the work completed according to the specification compiled by the Technical Officer/Project Manager.

The Contractor shall at all times be responsible for the supervision of the work and for follow-up inspections to monitor the success of control achieved over the area. He /she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

The Technical Officer or the Deputy shall at any time during the contract period carry out inspections of the Contractor's performance methods and procedures.

The Contractor shall carry out remedial work to areas where control has not been achieved, prior to the official inspections. Such remedial work may include: excess solid waste removal to a designated area as indicated by the Technical Officer or the Deputy, cleaning the culverts to the specified requirements, removing the waste material away from the opening of the culvert or any other works as described under the specification of the works for this contract.

15 Pricing including exceptions

The contractor should note that **no exception** will be made for any contractor in failing to complete the work on time.

The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the works.

If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given for other items of work.

Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of the quotation.

The contractor must know that the price quoted/submitted will be final and no additional requests will be granted.

16 Drawings/diagrams/photos

A list of the box and pipe culverts indicating the areas to be cleaned will be supplied by the Technical Officer. A diagram of stations and sidings will also be supplied.

17 Specifications

Title	Date or revision	Tick if publicly available
E7/1 Specification for works on-, over-, under- or adjacent to railway lines and near high voltage equipment	2011	
E.4E Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations E.4D and E.4B	2011	

18 Constraints On How the Contractor Provides the Works As Well As Health, Risk and Safety Requirements

18.1 The Contractor shall comply with Transnet Electrical Safety Instructions

18.2 The Contractor shall provide their own protection if needed i.e. Flagman

18.3 The Contractor shall provide all necessary equipment and plant to execute the job

Before any work commences the Contractor is to do a risk assessment of each situation and to provide a written safety plan, of which, a copy is to be kept on site with the Site Diary, Site Instruction Book and Calculation Book. In the safety plan the Contractor must clearly state his/her intentions to provide a safe environment for his workers when working in the culverts. This safety plan is to be provided and implemented by the contractor before the work commences.

Provision must be made in the safety plan for the following risks:

- Working adjacent to passing trains.
- Transporting of material and workers to and from work site.
- Loading and off-loading of equipment and material.
- Working close to Overhead Traction Equipment.
- Electrical shock.
- Uneven surfaces.
- Blue asbestos.
- Level Crossing Awareness of Operators and Drivers.
- No work may be performed within 3 (three) metres of the railway line without adequate Transnet supervision and protection.

The Contractor shall supply all the necessary Personal Protective Equipment to each person working on the site. This will include items such as safety boots, hand gloves, dust masks and other protective clothing needed to protect the workers against all the risks which may be encountered on site.

Before the Contractor commences with any work, the entire team will be required to attend a compulsory 1 hour long Safety Talk given by a designated Transnet Safety Representative. Any new workers that join the team at a later stage will also be required to receive this training.

Before the contractor may start any work, he and his entire team will be required to attend a OHTE awareness training, The Supervisors to do Competency training for 3 days.

Training will be provided by Transnet but traveling and accommodation expenses are for the contractor's account.

The Contractor shall provide at his/her own cost any security/safety measures he/she may deem necessary for safe and effective execution of the work. The Contractor will be fully responsible to provide all Safety measures deemed necessary to safe guard his/her personnel for the safe completion of the work under contract.

This work is to be carried out close to railway lines with trains moving and passing directly next to the work area. No work is to be done within a 3m distance of a railway line without the presence of a flagman and Track Inspector/Master or without notifying the CTC.

The Contractor or his supervisor must have a Safety Talk every morning before work begins to remind the workers to be on the lookout for trains and to make the workers aware of the dangers of working underneath electrified traction lines. Record of what was discussed shall be recorded in the "Site Diary".

All workers shall work as a team in one area in the Transnet Freight Rail's reserve.

The personnel of the Contractor shall at all times while on Transnet property and during the operations wear reflective safety jackets. These reflective jackets must preferably bear the name of

Technical Officer and according to the rules and regulations as stipulated in the **Infrastructure Safety Guidelines, page 51 to 72.**

The **Contractor** shall be liable for costs incurred by Transnet as a result of failure on the part of the **Contractor** or his personnel, to observe any safety and security regulations of Transnet regarding the entry of personnel into all sites. Transnet will determine such costs.

The contractor or his supervisor will be responsible to hold a Safety Talk every morning before work commences. He will also be responsible to notify CTC each morning to inform them where his team will be working on that day.

The contractor is to have available a suitable First Aid Kit on site at all times.

All workers shall work as a team in one area in the Transnet reserve.

The contractor shall provide a cell phone, in good working order and with sufficient airtime, to his team leader to be available on site at all times.

19 Requirements for the programme

- 19.1 The Contractor shall provide a programme in a form of excel which indicates how many Culverts can be cleaned in a day depending on the site situations

- 19.2 The Contractor shall submit the programme to the Project Manager/Technical Officer a week before the commencement of work
- 19.3 The Contractor shall update the programme at the end of day and give feedback to the Employer's Representative on site

20 Services and other things provided by the Employer

- 20.1 Technical Officer's services from the start of the contract
- 20.2 Site Access from the start of the contract

Site Information

1. The ground surfaces on site are uneven, proper precaution should be taken while working and walking on the ballast, the terrain is also not level.
2. On site there can be a movement of on track-machines, proper precautions and protection should be applied
3. The Contractor shall not cross any private property or Transnet tracks without prior written approval from the legal owner of that property. No unauthorised level crossings shall be permitted.
4. Access to the sites will be via the Transnet service roads. The key for gates in the service road can be obtained from the Technical Officer, but it must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.

First section: De- Aar-Rosmead -± 155.06 km

Second section: Rosmead-Cradock- ± 78.08 km

Third Section: Cradock-Alicedale - ± 160.53 km

Fourth Section: Alicedale-Swartkops- ± km 102.71km

Fifth Section: George-Mosselbay - ± 116.9

10 Legal review

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

11 Security clearance

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

12 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of

certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

13 Tax Compliance

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

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

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

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

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

TIP-OFFS ANONYMOUS:



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

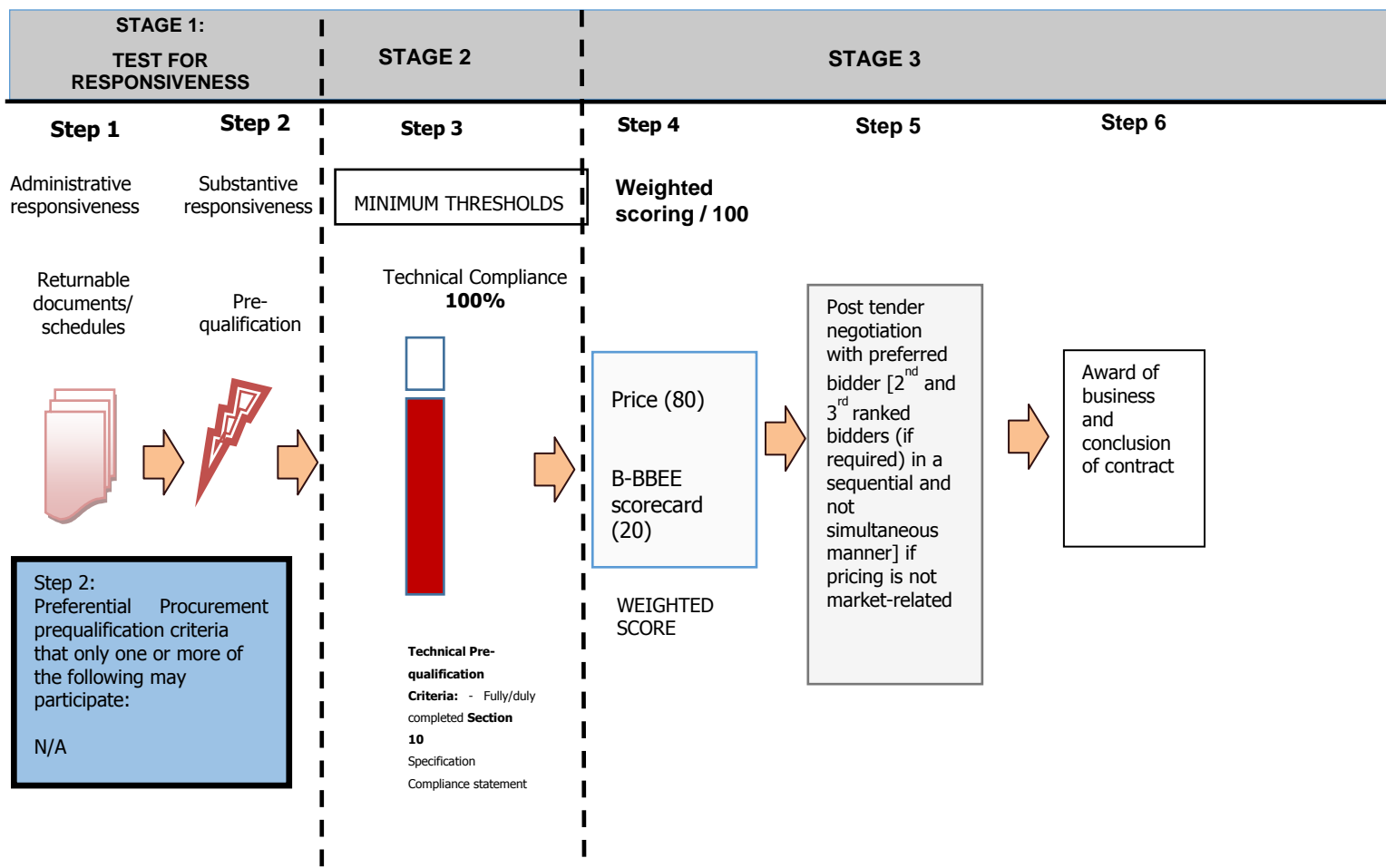
				
	<p>AI Voice Bot "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call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

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



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
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer and all items priced 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> SBD1 Form Proof of registration on NT Central Supplier Database 	<i>Section 1</i>

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

1.3 STEP THREE: Technical Pre-qualification Criteria

Check for technical compliance	RFQ reference	% Weighting	Scoring guideline Comply / Do not comply
<ul style="list-style-type: none"> Whether any Technical compliance criteria set by Transnet have been met as follows: <ul style="list-style-type: none"> Fully/duly completed SECTION 10 – Specification Compliance schedule (100% Compliance) <p>(Failure to duly complete and submit this form and fully (100%) comply with all of the requirements below will result in the respondent be allocated a score of zero and disqualification)</p>	Section 10	100%	100 % (Comply) – Fully / duly completed Section 10 with 100% compliance 0% (Do not comply) – Section 10 not fully / duly completed or do not comply 100%

Respondents must complete and submit **Section 10** which include a specification compliance statement.

The minimum threshold (100% compliance) for technical criteria [Step Four] must be met for a Respondent's Proposal to progress to [Step Five] for final evaluation

1.4 STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFQ Reference
<ul style="list-style-type: none"> 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

P_{min} = 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

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

1.6 STEP SIX: Award of business and conclusion of contract

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

2 Validity Period

Transnet requires a validity period of 90 [Ninety] Business Days **(08 June 2022)** from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

3 Disclosure of contract information

Prices Quoted

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

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

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

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

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

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

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

a) **Mandatory Returnable Documents**

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 1: SBD1 Form	
SECTION 4: Quotation Form with all items priced	

b) **Returnable Documents Used for Scoring**

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ.	
SECTION 10 – Fully / Duly Completed Specification Compliance Statement (100% compliance)	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
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 8: SBD 9 - Certificate Of Independent Bid Determination	
SECTION 9: Protection of Personal Information	
SECTION 11: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING	
ANNEXURE A – Culvert List	

5 Continued validity of returnable documents

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4

QUOTATION FORM

I/We _____

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

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

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

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

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

Item No	Description of Item	Quantity	Unit Price	TOTAL PRICE OF ITEM Excl. VAT [ZAR]
1.	Cleaning and Maintenance of Culverts between De Aar – Rosmead 155.06 km (Refer to Culvert List (Annexure A))	34		
2.	Cleaning and Maintenance of Culverts between Rosmead – Cradock 78.08 km (Refer to Culvert List (Annexure A))	24		
3.	Cleaning and Maintenance of Culverts between Cradock – Alicedale 160.53 km (Refer to Culvert List (Annexure A))	23		
4.	Cleaning and Maintenance of Culverts between Alicedale – Swartkops 102.71 km (Refer to Culvert List (Annexure A))	37		
5.	Cleaning and Maintenance of Culverts between George – Mosselbay 116.9 km (Refer to Culvert List (Annexure A))	20		

Item No	Description of Item	Quantity	Unit Price	TOTAL PRICE OF ITEM Excl. VAT [ZAR]
6.	Cleaning and Maintenance of Culverts - Unspecified	22		
7.	P and G's	Sum		
8.	Risk and Safety	Sum		
TOTAL PRICE, exclusive of VAT:				
VAT 15% (if applicable)				
Total Inclusive of VAT (where applicable)				

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

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

Notes to Pricing:

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

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

- b) All Prices must be quoted in South African Rand, exclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

- f) Bidders are advised that they take responsibility for submitting quotations that are correct and without any arithmetical errors. All line items must reflect the correct unit price and total price, after taking into account the quantity. The sum of all line items must correctly reflect the total of all line items, without VAT and including VAT. Transnet may disqualify bidders that submit bids with arithmetical errors.
- g) Failure to price all items on the Pricing Schedule will result in disqualification.

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

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.

DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with
- persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

13. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

13.1. Full Name of bidder or his or her representative:

13.2. Identity Number:

13.3. Position occupied in the Company (director, trustee, shareholder²):

13.4. Company Registration Number:

13.5. Tax Reference Number:

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:
Any other particulars:
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.11.1. If so, furnish particulars:
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
13.12.1. If so, furnish particulars:

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

BREACH OF LAW

15. 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, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 The 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

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

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

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 Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME ⁴	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of

the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 8**SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SECTION 9

PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

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

Respondents are required to provide consent below:

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

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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 10**SPECIFICATION COMPLIANCE STATEMENT (RETURNABLE DOCUMENT USED FOR SCORING)**

Respondents are required to indicate if the offered products/services comply with all the Specifications set by Transnet by indicating **"Comply"** / **"Do not Comply"** next to each of the specification items mentioned below.

Any deviations from Transnet's requirement must be indicated under the column provided.

Note: Failure to duly complete and submit this form and fully (100%) comply with all of the requirements below will result in the respondent be allocated a score of zero and disqualification.

Specification Compliance Statement	Compliance response Marked (√)	Comply	Do not Comply	Comments
1. Previous experience in culvert cleaning is required (6 months and more). Proof to be provided i.e. previous purchase orders, completion certificates, etc.	√			
2. Cleaning of all culverts as per culvert list provided between: - De Aar to Rosmead (34) (section length 155.06 km) - Rosmead to Cradock (24) (section length 78.08km) - Cradock - Alicedale (23) (section length 160.53km) - Alicedale to Swartkops (37) (section length - 102.71km) - George to Mosselbay (20) (section length 116.9km)	√			
3. Cleaning of all unspecified culverts (22)	√			
4. Penalties of 0.5% of the contract amount for every day or part thereof during which the works remain incomplete will apply.	√			
5. Work to be completed within a period of 2 months.	√			

SECTION 11
CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the site meeting / RFQ briefing in respect of the proposed Goods/Services to be rendered in terms of
this RFQ on _____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

NOTE:

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