

## **Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

## **REQUEST FOR PROPOSAL [RFP] [SERVICES]**

**FOR THE PROVISION OF VEGETATION CONTROL IN THE YARDS AND LEVEL CROSSINGS  
BY MEANS OF CUTTING AND HERBICIDES APPLICATION UNDER WITBANK DEPOT FOR A  
PERIOD OF TWENTY-FOUR (24) MONTHS**

**RFP NUMBER**                      **ERACMJ-PRC-45161**

**ISSUE DATE:**                      **22 MAY 2024**

**CLOSING DATE:**                      **11 JUNE 2024**

**CLOSING TIME:**                      **10:00 AM**

**BID VALIDITY PERIOD: 90 BUSINESS DAYS FROM CLOSING DATE (16 OCTOBER 2024)**

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

***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.***

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- ANNEXURE F - NON-DISCLOSURE AGREEMENT

**RFP FOR THE PROVISION OF VEGETATION CONTROL IN THE YARDS AND LEVEL CROSSINGS BY MEANS OF CUTTING AND HERBICIDES APPLICATION UNDER WITBANK DEPOT FOR A PERIOD OF TWENTY FOUR (24) MONTHS**

**SECTION 1: SBD1 FORM**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	ERACMJ-PRC-45161	ISSUE DATE:	22 MAY 2024	CLOSING DATE:	11 JUNE 2024	CLOSING TIME:	10:00am
DESCRIPTION	<b>FOR THE PROVISION OF VEGETATION CONTROL IN THE YARDS AND LEVEL CROSSINGS BY MEANS OF CUTTING AND HERBICIDES APPLICATION UNDER WITBANK DEPOT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>							
<b>Note to Bidders</b>							
Should interested bidders experience system technical issues in accessing the tender document on the Transnet eTender portal, please contact Dudu.Mkhwebane@transnet.net before the closing date and time of the tender. Bidders are advised to allow for enough time to make their submission and not wait until the last minute to mitigate against any system or network issues that may be encountered							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Mathetja Meletse			CONTACT PERSON	Dudu Mkhwebane		
TELEPHONE NUMBER	013 658 2474			TELEPHONE NUMBER	012 315 4121		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Mathetja.Meletse@transnet.net			E-MAIL ADDRESS	Dudu.Mkhwebane@transnet.net		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		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	

Respondent's Signature

Date &amp; Company Stamp

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

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

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

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

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

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

<b>DESCRIPTION</b>	<b>FOR THE PROVISION OF VEGETATION CONTROL IN THE YARDS AND LEVEL CROSSINGS BY MEANS OF CUTTING AND HERBICIDES APPLICATION UNDER WITBANK DEPOT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS [the Service]</b>
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>Click on "Tender Opportunities";</li> <li>Select "Advertised Tenders";</li> <li>In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
<b>COMMUNICATION</b>	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>BRIEFING SESSION</b>	No Briefing - Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<p><b>10:00 am on Tuesday, 11 June 2024</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p><b><i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></b></p>

<b>VALIDITY PERIOD</b>	<p><b>90 Business Days from Closing Date (16 October 2024)</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

## 2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [*Communication*] below:

## 3 PROPOSAL SUBMISSION

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

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

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

## 4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below

(Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture **[JV]** or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Table 3.2 of the specific goals Claim Form.

## 6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to **[Mathetja Meletse]** before **10:00 am on 05 June 2024**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the DBAC Secretariat **[Prudence Nkabinde]**, at telephone number 011 584 0821, email [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net) on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 6.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

## 7 CONFIDENTIALITY

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



## 8 COMPLIANCE

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

## 9 EMPLOYMENT EQUITY ACT

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

## 10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

**11 LEGAL REVIEW**

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

**12 SECURITY CLEARANCE**

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

**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. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

**14 TAX COMPLIANCE**

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

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

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

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

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to  
TIP-OFFS ANONYMOUS:**Ethics Helpdesk (Pty) LTD.  
Ethics Management System™

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

**AI Voice BoT "Jack"**

Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.

**What's App**

Speak to an Agent via What's App.

**Speak to an Agent**

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

**Telegram**

Speak to an Agent via Telegram

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

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

### 1 BACKGROUND

Vegetation control on level crossings and yards is required on an annual basis coinciding with the vegetative growing season so as to ensure a safe and effective train operating environment.

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

### 2 EXECUTIVE OVERVIEW

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

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

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

### 3 SCOPE OF REQUIREMENTS

Refer to Annexure A for the Specification for Vegetation Control at Level Crossings and Yards

### 4 GREEN ECONOMY / CARBON FOOTPRINT

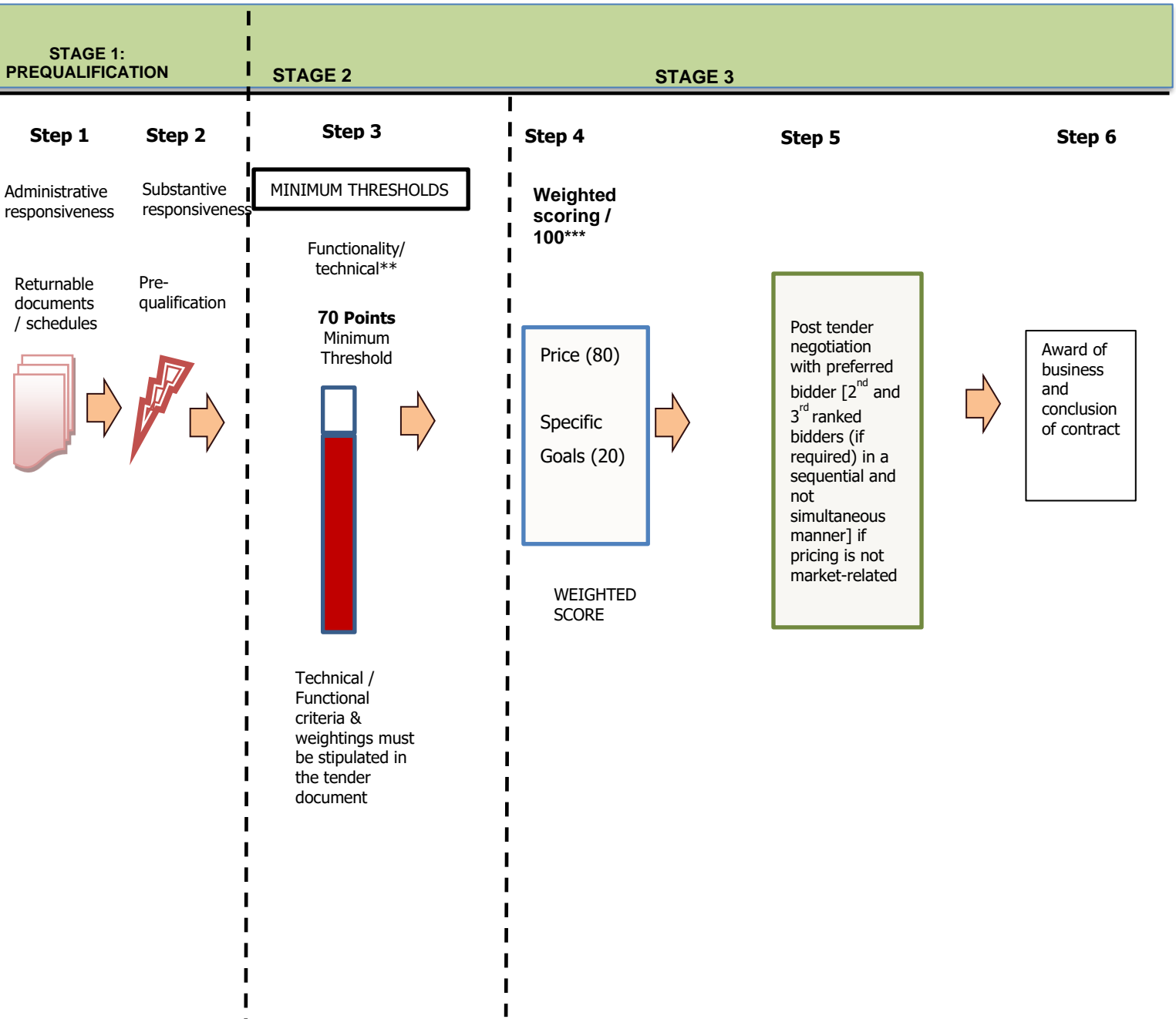
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

**5 GENERAL SUPPLIER OBLIGATIONS**

- 5.1 The Supplier shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier must comply with the requirements stated in this RFP.

**6 Evaluation Methodology**

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

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

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 2 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>

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

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

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule (All Items must be Priced)</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Proof of registration on the National Treasury Central Supplier Database (CSD)</li> </ul>	<i>Section 2, paragraph 13</i>
<ul style="list-style-type: none"> <li>Three (03) Valid PCO Certificates specializing in industrial weed control and registered in terms of the farm feeds agricultural and stock remedies Act, Act 36 of 1947.</li> </ul>	

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

#### 6.3 STEP THREE: Minimum Threshold 70% for Technical Criteria

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

Technical Evaluation Criteria	Weightings
Technical Capability	50%
Delivery Schedule	30%
Schedule of Plant and Equipment	20%
<b>Total Weighting:</b>	<b>100%</b>
<b>Minimum qualifying score required:</b>	<b>70%</b>

Respondents are to note that the values listed on **ANNEXURE B: TECHNICAL SCORING MATRIX** will be utilised when scoring each criterion mentioned above:

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

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

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

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

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

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

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

Where:

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

##### b) Specific Goals [Weighted score 20 point]

- Specific goals claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 9 Table 3.2 of the specific goals Claim Form.

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

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

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

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

**6.7 STEP SIX: Award of business and conclusion of contract**

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



**SECTION 4: PRICING AND DELIVERY SCHEDULE (ALL ITEMS MUST BE PRICED)**

**FAILURE TO PRICE ALL ITEMS WILL RESULT IN DISQUALIFICATION**

*Respondents are required to complete the table below:*

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

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

RAYTON – WITBANK (Line 28) – Level Crossings								
STATION	LOCATION KM	CONTRACT AREA (M <sup>2</sup> )	CONTRACT AREA (Ha)	RATE FOR YEAR 1	SUB-TOTAL YEAR 1	RATE FOR YEAR 2	SUB-TOTAL YEAR 2	TOTAL FOR 2 YEARS
RAYTON								
	39.730	3840	0.384					
	40.142	3840	0.384					
	42.127	3840	0.384					
ELANDSRIVIER								
	44.687	3840	0.384					
	46.138	3840	0.384					
FORFAR								
	51.175	3840	0.384					
SKIETPOORT								
	55.545	3840	0.384					
	57.695	3840	0.384					
BRONKHORSTSPRUIT								
	65.207	3840	0.384					
	68.414	3840	0.384					
	70.313	3840	0.384					
WILGERIVIER								
	72.630	3840	0.384					
	74.422	3840	0.384					
	76.216	3840	0.384					
	77.525	3840	0.384					
	78.133	3840	0.384					
CROWN DOUGLAS								
	79.108	3840	0.384					
	80.526	3840	0.384					
	81.313	3840	0.384					
	82.536	3840	0.384					
	82.769	3840	0.384					
	83.065	3840	0.384					

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	84.118	3840	0.384					
	84.609	3840	0.384					
	85.320	3840	0.384					
BALMORAL								
	86.994	3840	0.384					
	88.295	3840	0.384					
	90.755	3840	0.384					
	92.792	3840	0.384					
	94.282	3840	0.384					
WAKEFIELD								
	95.819	3840	0.384					
CLEWER								
	102.890	3840	0.384					
WITBANK	108.247	3840	0.384					
			<b>SUB TOTAL</b>					

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 Respondent's Signature

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 Date & Company Stamp

<b>WITBANK – DERWENT (line 69) – LEVEL CROSSINGS</b>								
<b>STATION</b>	<b>LOCATION KM</b>	<b>CONTRACT AREA (M<sup>2</sup>)</b>	<b>CONTRACT AREA (Ha)</b>	<b>RATE FOR YEAR 1</b>	<b>SUB-TOTAL YEAR 1</b>	<b>RATE FOR YEAR 2</b>	<b>SUB-TOTAL YEAR 2</b>	<b>TOTAL FOR 2 YEARS</b>
WITBANK								
	114.350	3840	0.384					
OOSBANK								
	3.159	3840	0.384					
TAVISPAN								
	5.808	3840	0.384					
	11.103	3840	0.384					
OLIFANTSRIVIER								
	11.980	3840	0.384					
HILLSIDE								
	18.691	3840	0.384					
UITKYK								
	25.755	3840	0.384					
	32.867	3840	0.384					
MIDDELBURG								
	39.025	3840	0.384					
	41.310	3840	0.384					
DERWENT	43.230	3840	0.384					
			<b>SUB TOTAL</b>					

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 Respondent's Signature

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 Date & Company Stamp

DERWENT – BELFAST (Line 70) – LEVEL CROSSINGS								
STATION	LOCATION KM	CONTRACT AREA (M <sup>2</sup> )	CONTRACT AREA (Ha)	RATE FOR YEAR 1	SUB-TOTAL YEAR 1	RATE FOR YEAR 2	SUB-TOTAL YEAR 2	TOTAL FOR 2 YEARS
DERWENT								
	44.894	3840	0.384					
	50.334	3840	0.384					
PAN								
	55.130	3840	0.384					
	56.290	3840	0.384					
	58.155	3840	0.384					
CASSHOME								
	61.736	3840	0.384					
	64.736	3840	0.384					
	65.950	3840	0.384					
ARNOT								
	69.121	3840	0.384					
	71.793	3840	0.384					
SPOELPAN								
	74.930	3840	0.384					
	76.115	3840	0.384					
WONDERFONTEIN								
	81.915	3840	0.384					
SUNBURY								
	92.481	3840	0.384					
	93.673	3840	0.384					
	95.532	3840	0.384					
BELFAST	98.495	3840	0.384					
			<b>SUB TOTAL</b>					

Respondent's Signature

Date &amp; Company Stamp

**BELFAST – GOEDGELUK (Line 31) – LEVEL CROSSINGS**

<b>STATION</b>	<b>LOCATION KM</b>	<b>CONTRACT AREA (M<sup>2</sup>)</b>	<b>CONTRACT AREA (Ha)</b>	<b>RATE FOR YEAR 1</b>	<b>SUB-TOTAL YEAR 1</b>	<b>RATE FOR YEAR 2</b>	<b>SUB-TOTAL YEAR 2</b>	<b>TOTAL FOR 2 YEARS</b>
BELFAST								
	103.730	3840	0.384					
	106.783	3840	0.384					
BERGENDAL								
	108.665	3840	0.384					
	111.871	3840	0.384					
	114.085	3840	0.384					
	114.900	3840	0.384					
DALMANUTHA								
	116.775	3840	0.384					
	120.851	3840	0.384					
	123.536	3840	0.384					
FAIRVIEW								
	126.443	3840	0.384					
MACHADODORP								
	130.458	3840	0.384					
	1.632	3840	0.384					
	5.270	3840	0.384					
GOEDGELUK								
			<b>SUB-TOTAL</b>					

Respondent's Signature

Date &amp; Company Stamp

<b>BELFAST – STEELPOORT (Line 75) – LEVEL CROSSINGS</b>								
<b>STATION</b>	<b>LOCATION KM</b>	<b>CONTRACT AREA (M²)</b>	<b>CONTRACT AREA (Ha)</b>	<b>RATE FOR YEAR 1</b>	<b>SUB-TOTAL YEAR 1</b>	<b>RATE FOR YEAR 2</b>	<b>SUB-TOTAL YEAR 2</b>	<b>TOTAL FOR 2 YEARS</b>
BELFAST								
	0.830	3840	0.384					
CRAIGEND								
	6.897	3840	0.384					
	8.991	3840	0.384					
	10.475	3840	0.384					
GESUKKEL								
	12.767	3840	0.384					
LONG TOM								
	19.466	3840	0.384					
PALMER								
	23.022	3840	0.384					
	25.171	3840	0.384					
TUISBLY								
	30.469	3840	0.384					
	32.277	3840	0.384					
	33.791	3840	0.384					
DULLSTROOM								
	35.216	3840	0.384					
	36.136	3840	0.384					
	37.696	3840	0.384					
	38.379	3840	0.384					
	40.992	3840	0.384					
NEDERHORST								
	43.292	3840	0.384					
	45.803	3840	0.384					
	49.090	3840	0.384					
SANTA								
	50.358	3840	0.384					

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	59.986	3840	0.384					
ASBES								
	62.281	3840	0.384					
	64.210	3840	0.384					
	66.081	3840	0.384					
	66.536	3840	0.384					
VERMONT								
	67.150	3840	0.384					
	68.069	3840	0.384					
	69.282	3840	0.384					
	69.934	3840	0.384					
MARMERKOP								
	72.146	3840	0.384					
	72.672	3840	0.384					
	73.173	3840	0.384					
	75.274	3840	0.384					
KLIPSTEEN								
	76.269	3840	0.384					
	77.514	3840	0.384					
DRIESPRONG								
	78.816	3840	0.384					
	80.406	3840	0.384					
BOSOORD								
	82.309	3840	0.384					
	85.209	3840	0.384					
BULTKOP								
	87.217	3840	0.384					
	89.215	3840	0.384					
	92.300	3840	0.384					
VOETPAD								
	94.597	3840	0.384					
	98.059	3840	0.384					
	99.171	3840	0.384					

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 Respondent's Signature

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	100.859	3840	0.384					
LYDENBURG								
	101.302	3840	0.384					
	106.185	3840	0.384					
	108.353	3840	0.384					
	109.212	3840	0.384					
	109.809	3840	0.384					
	110.125	3840	0.384					
	111.103	3840	0.384					
	111.694	3840	0.384					
POTLOODSPRUIT								
	113.468	3840	0.384					
	116.380	3840	0.384					
	118.203	3840	0.384					
VOSLOOSNEK								
	120.181	3840	0.384					
	121.634	3840	0.384					
	121.893	3840	0.384					
	122.298	3840	0.384					
	123.197	3840	0.384					
	123.638	3840	0.384					
GRAAN								
	123.768	3840	0.384					
	124.113	3840	0.384					
	124.164	3840	0.384					
	124.662	3840	0.384					
	125.187	3840	0.384					
	125.743	3840	0.384					
SCHALKSRUS								
	128.297	3840	0.384					
	129.275	3840	0.384					
	130.770	3840	0.384					
	131.375	3840	0.384					

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 Respondent's Signature

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KROONKOP								
	132.546	3840	0.384					
	133.897	3840	0.384					
	135.643	3840	0.384					
BERGPUNT								
	137.561	3840	0.384					
	137.734	3840	0.384					
	138.885	3840	0.384					
	139.736	3840	0.384					
	139.983	3840	0.384					
	140.296	3840	0.384					
RUSPLAAS								
	140.735	3840	0.384					
	140.954	3840	0.384					
	141.412	3840	0.384					
	141.956	3840	0.384					
	142.516	3840	0.384					
MANTSIBI								
	145.908	3840	0.384					
	146.404	3840	0.384					
	147.496	3840	0.384					
	149.020	3840	0.384					
GROOTBOOM								
	149.725	3840	0.384					
	150.498	3840	0.384					
	152.500	3840	0.384					
	154.300	3840	0.384					
	154.892	3840	0.384					
	155.088	3840	0.384					
OHRIGSTAD								
	155.169	3840	0.384					
	156.490	3840	0.384					
	157.734	3840	0.384					

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 Respondent's Signature

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	159.640	3840	0.384					
VOORTREKKERS								
	162.755	3840	0.384					
LONGSIGHT								
	166.712	3840	0.384					
	168.967	3840	0.384					
	172.295	3840	0.384					
	174.745	3840	0.384					
KROMKLOOF								
	177.146	3840	0.384					
	179.730	3840	0.384					
	188.788	3840	0.384					
	191.583	3840	0.384					
APIESDORING								
	192.660	3840	0.384					
	194.254	3840	0.384					
	195.520	3840	0.384					
SPEKBOOM								
	196.739	3840	0.384					
WITGAT								
	201.645	3840	0.384					
	206.021	3840	0.384					
	206.775	3840	0.384					
	208.087	3840	0.384					
MORONE								
	208.618	3840	0.384					
	209.679	3840	0.384					
	212.237	3840	0.384					
KATOEN								
	212.835	3840	0.384					
	214.976	3840	0.384					
	218.433	3840	0.384					
	221.604	3840	0.384					

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 Respondent's Signature

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STEELPOORT	222.175	3840	0.384					
			SUB TOTAL					

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

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

**SCHEDULE OF QUANTITIES : YARDS**

Item	Description	AREA (Ha)	AREA (m²)	Total annual Worklots	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
	<u>LINE 28</u>								
1.01	Bronkhorstspuit	1.3512	13512.0	45.04					
1.02	Clewer	7.1900	71900.0	239.67					
1.03	Balmoral	3.5124	35124.0	117.08					
1.04	Wakefield	1.1310	11310.0	37.70					
1.05	Wilgerivier	2.0740	20740.0	69.13					
	Subtotal		<b>152586.0</b>	<b>508.62</b>					
	<u>LINE 69</u>								
1.06	Witbank	26.1720	261720.0	872.40					
1.07	Witbank Siding\	5.4300	54300.0	181.00					
1.08	Olifantsrivier	1.0400	10400.0	34.67					
1.09	Hillside	0.4540	4540.0	15.13					
1.10	Uitkyk	1.2156	12156.0	40.52					
1.11	Middelburg	8.2450	82450.0	274.83					
1.12	Derwent	2.4480	24480.0	81.60					
	Subtotal		<b>450046.0</b>	<b>1500.15</b>					
	<u>LINE 70</u>								

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1.13	Pan	1.7898	17898.0	59.66					
1.14	Casshome	1.4800	14800.0	49.33					
1.15	Arnot	2.4816	24816.0	82.72					
1.16	Wonderfontein	4.1442	41442.0	138.14					
1.17	Sunbury	1.5816	15816.0	52.72					
1.18	Belfast	9.3972	93972.0	313.24					
	Subtotal		<b>208744.0</b>	<b>695.81</b>					
	<u>LINE 31</u>								
1.19	Bergendal	1.0086	10086.0	33.62					
1.20	Fairview	1.6512	16512.0	55.04					
1.21	Machadodorp	1.4158	14157.8	47.19					
1.22	Goedgeluk	1.6434	16434.0	54.78					
	Subtotal		<b>57189.8</b>	<b>190.63</b>					
	<u>LINE 75</u>								
1.31	Craigend	0.0864	864.0	2.88					
1.32	Palmer	1.2042	12042.0	40.14					
1.33	Santa yard	1.0128	10128.0	33.76					
1.34	Dullstroom	1.0194	10194.0	33.98					
1.35	Vermont	1.5648	15648.0	52.16					
1.36	Klipsteen	0.8196	8196.0	27.32					
1.37	Bosoord	1.0902	10902.0	36.34					
1.38	Voetpad	0.8112	8112.0	27.04					
1.39	Lydenburg	6.5762	65762.0	219.21					
1.40	Lydenburg - Diesel Depot	2.6124	26124.0	87.08					

Respondent's Signature

Date &amp; Company Stamp

1.41	Potloodspruit	0.8244	8244.0	27.48					
1.42	Schalksrus	0.7128	7128.0	23.76					
1.43	Rusplaas	0.8328	8328.0	27.76					
1.44	Ohrigstad	1.2186	12186.0	40.62					
1.45	Apiesdoring	1.1898	11898.0	39.66					
1.46	Burgersfort	1.6770	16770.0	55.90					
1.47	Morone	0.5430	5430.0	18.10					
1.48	Steelpoort	5.5896	55896.0	186.32					
	<b>Subtotal</b>		<b>293852.0</b>	<b>979.51</b>					

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Respondent's Signature

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Date & Company Stamp

<b>SCHEDULE OF QUANTITIES: RELAY ROOMS (YARDS)</b>
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Item	Line code	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Worklots	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
2.01	28	Forfar	0.02	208	0.69					
2.02	28	Forfar-Bronkhorstspuit	0.02	182	0.61					
2.03	28	Forfar-Bronkhorstspuit	0.02	208	0.69					
2.04	28	Bronkhorstspuit	0.02	208	0.69					
2.05	28	Wilgerivier	0.02	208	0.69					
2.06	28	Wilgerivier-Balmoral	0.02	208	0.69					
2.07	28	Balmoral	0.02	208	0.69					
2.08	28	Wakefield	0.02	208	0.69					
2.09	28	Clewer	0.02	208	0.69					
2.10	28	Leybank	0.02	216	0.72					
2.11	69	Mynhoop	0.06	573	1.91					
2.12		GVB	0.29	2880	9.60					
2.13	69	Oosbank	0.04	360	1.20					
2.14	69	Olifantsrivier	0.02	208	0.69					
2.15	69	Hillside	0.02	208	0.69					
2.16	69	Uitkyk	0.02	208	0.69					
2.17	69	Middelburg	0.16	1580	5.27					
2.18	69	Derwent	0.03	308	1.03					
2.19	70	Pan	0.02	208	0.69					
2.20	70	Casshome	0.02	208	0.69					
2.21	70	Arnot	0.02	208	0.69					
2.22	70	Spoelspan	0.02	208	0.69					

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 Respondent's Signature

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 Date & Company Stamp



2.23	70	Wonderfontein	0.10	980	3.27					
2.24	70	Sunbury	0.02	208	0.69					
2.25	70	Belfast	0.16	1647	5.49					
2.26	31	Bergendal	0.02	208	0.69					
2.27	31	Dalmanutha	0.02	208	0.69					
2.28	31	Fairview	0.02	208	0.69					
2.29	31	Machadodorp	0.02	208	0.69					
2.30	30	Goedgelek	0.02	208	0.69					

<b>SUB TOTAL RELAY ROOMS</b>	<b>1.31</b>	<b>13094</b>	<b>43.65</b>		
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 Respondent's Signature

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 Date & Company Stamp

<b>SCHEDULE OF QUANTITIES : SWITCHES (YARDS)</b>
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Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Worklots	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
	<b>3 KV's</b>								
3.01	Forfar	0.0012	12.00	0.04					
3.02	Bronkhorstspuit	0.0012	12.00	0.04					
3.03	Crown Douglas	0.0012	12.00	0.04					
3.04	Wakefield	0.0012	12.00	0.04					
3.05	Witbank	0.0012	12.00	0.04					
3.06	Olifantsrivier	0.0012	12.00	0.04					
3.07	Uitkyk	0.0012	12.00	0.04					
3.08	Middelburg	0.0012	12.00	0.04					
3.09	Derwent	0.0012	12.00	0.04					
3.10	Pan	0.0012	12.00	0.04					
3.11	Arnot	0.0012	12.00	0.04					
3.12	Wonderfontein	0.0012	12.00	0.04					
3.13	Sunbury	0.0012	12.00	0.04					
3.14	Belfast	0.0012	12.00	0.04					
3.15	Dalamanutha	0.0012	12.00	0.04					
3.16	Fiarview	0.0012	12.00	0.04					
3.17	Machadodorp	0.0012	12.00	0.04					
	<b>SUB TOTAL SWITCHES</b>	<b>0.020</b>	<b>204.000</b>	<b>0.680</b>					

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 Respondent's Signature

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 Date & Company Stamp

**SCHEDULE OF QUANTITIES : APPARATUS CASES (YARDS)**

Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Worklots	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
4.01	Forfar	0.0022	22	0.073					
4.02	Skietport	0.0014	14	0.047					
4.03	Bronkhorspruit	0.0014	14	0.047					
4.04	Welgersriveir	0.0024	24	0.080					
4.05	Crown Douglas	0.002	20	0.067					
4.06	Balmoral	0.0014	14	0.047					
4.07	Wakefield	0.0024	24	0.080					
4.08	Clewer	0.0012	12	0.040					
4.09	Witbank (RR1)	0.0012	12	0.040					
4.10	Witbank (RR2)	0.0016	16	0.053					
4.11	Witbank (RR3)	0.0018	18	0.060					
4.12	Witbank (RR4)	0.001	10	0.033					
4.13	Olifantsrivier	0.0032	32	0.107					
4.14	Hillside	0.002	20	0.067					
4.15	Uitkyk	0.0034	34	0.113					
4.16	Middelburg	0.0022	22	0.073					
4.17	Derwent	0.0048	48	0.160					
4.18	Pan	0.0028	28	0.093					
4.19	Casshome	0.002	20	0.067					

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

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

4.20	Arnot	0.0018	18	0.060					
4.21	Spoelspan	0.003	30	0.100					
4.22	Wonderfontein	0.0026	26	0.087					
4.23	Sunbury	0.0028	28	0.093					
4.24	Belfast	0.0034	34	0.113					
4.25	Bergendal	0.0028	28	0.093					
4.26	Delmunutha	0.0028	28	0.093					
4.27	Fairview	0.0032	32	0.107					
4.28	Machadodorp	0.0026	26	0.087					
<b>SUB TOTAL APPARATUS CASES</b>		<b>0.065</b>	<b>654.00</b>	<b>2.18</b>					

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 Respondent's Signature

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 Date & Company Stamp

SCHEDULE OF QUANTITIES : MATERIAL CAMPS (YARDS)

Item	Description	AREA (Ha)	AREA (m²)	Total annual Worklots	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
5.01	Bronkhorstspuit-Track	0.315	3150	10.50					
5.02	Witbank-Track	0.515	5150	17.17					
5.03	OHTE-Depot Middelburg	0.15	1500	5.00					
5.04	Middelburg-Track	0.12	1200	4.00					
5.05	Belfast-Track	0.143	1430	4.77					
5.06	Lydenburg-	0.413	4130	13.77					
SUB TOTAL MATERIAL CAMPS		1.656	16560.00	55.20					

Respondent's Signature

Date & Company Stamp

**SCHEDULE OF QUANTITIES : SUB STATIONS (YARDS)**

Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Worklots	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
	<b>3 KV's</b>								
6.01	Forfar	0.075	750	2.50					
6.02	Bronkhorstspuit	0.075	750	2.50					
6.03	Crown Douglas	0.075	750	2.50					
6.04	Wakefield	0.075	750	2.50					
6.05	Witabank	0.075	750	2.50					
6.06	Olifantsrivier	0.075	750	2.50					
6.07	Uitkyk	0.075	750	2.50					
6.08	Middelburg	0.075	750	2.50					
6.09	Derwent	0.075	750	2.50					
6.10	Pan	0.075	750	2.50					
6.11	Arnot	0.075	750	2.50					
6.12	Wonderfontein	0.075	750	2.50					
6.13	Sunbury	0.075	750	2.50					
6.14	Belfast	0.075	750	2.50					
6.15	Dalamanutha	0.075	750	2.50					
6.16	Fiarview	0.075	750	2.50					
6.17	Machadodorp	0.075	750	2.50					
<b>Sub Total ELECTRICAL SUB STATIONS</b>		<b>1.275</b>	<b>12750</b>	<b>42.500</b>					

Respondent's Signature

Date &amp; Company Stamp

**Summary schedule for Vegetation Control in Yards and Level Crossings**

<b>Item 1</b>	<b>Description</b>	<b>Total for 2 years</b>
1.	Line 28 – Level Crossings	
2.	Line 69 – Level Crossings	
3.	Line 70 – Level Crossings	
4.	Line 31 – Level Crossings	
5.	Line 75 – Level Crossings	
6.	Yards	
7.	Relay-Rooms - Yards	
8	Switches - Yards	
9	Apparatuscases - Yards	
10.	Material Camps - Yards	
11.	Sub-stations - Yards	
	<b>Overall Total excluding vat</b>	
	<b>Vat @15%</b>	
	<b>Total including vat</b>	

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 Respondent's Signature

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 Date & Company Stamp

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

**Notes to Pricing:**

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

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

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Prices are to be quoted on a delivered basis to Nelspruit Depot.
- f) 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.
- g) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:
- Currency rate of exchange utilised: \_\_\_\_\_

**1. DISCLOSURE OF CONTRACT INFORMATION****PRICES TENDERED**

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

**JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS**

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



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

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

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

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

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

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

**2. RETURN OF SURPLUS GOODS**

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

<b>YES</b>		<b>NO</b>	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods: \_\_\_\_\_

**3. MANUFACTURERS**

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

## 3.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

## 3.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**4. INSPECTION DETAILS**

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

## 4.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

## 4.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**5. IMPORTED CONTENT**

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

**6. EXCHANGE AND REMITTANCE**

The attention of the Respondents is directed to clause 17 [*Exchange and Remittance*] of the General Bid Conditions. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's

principal or supplier, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

6.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [foreign currency]

6.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet

6.3 \_\_\_\_\_ [Name of country to which payment is to be made]

6.4 Beneficiary details:

Name [Account holder] \_\_\_\_\_

Bank [Name and branch code] \_\_\_\_\_

Swift code \_\_\_\_\_

Country \_\_\_\_\_

6.5 \_\_\_\_\_ [Applicable base date of Exchange Rate used]

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/service providers, as instructed above, will be based on an agreed rate of exchange related to the contractual price of the Goods/Services at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

## 7. EXPORT CREDIT AGENCY SUPPORTED FINANCE

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet may consider raising debt financing [an **ECA Facility**] from one or more banks or financial institutions, with the benefit of export credit agency [**ECA**] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Transnet.

## 8. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Section 3 [*Specifications and Drawings*] of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of

a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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**9. RISK**

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

**9.1 Quality and specification of Goods/Services delivered:**


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**9.2 Continuity of supply:**


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


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


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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

*[name of entity, company, close corporation or partnership] of [full address]*

\_\_\_\_\_

carrying on business trading/operating as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ADDRESS FOR NOTICES

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

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

Name of Entity:

\_\_\_\_\_

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

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

\_\_\_\_\_

#### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

#### VALIDITY PERIOD – 16 October 2024

Transnet requires a validity period of 90 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) Registered name of company / C.C. \_\_\_\_\_

(iii)	Full name(s) of director/member(s)	Address/Addresses	ID Number(s)
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\_\_\_\_\_  
Respondent's Signature

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

**RETURNABLE DOCUMENTS**

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

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

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

**a) Mandatory Returnable Documents**

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 4 : Pricing and Delivery Schedule (All items Priced)	
Three (03) Valid PCO Certificates specializing in industrial weed control and registered in terms of the farm feeds agricultural and stock remedies Act, Act 36 of 1947.	

**b) Returnable Documents Used for Scoring**

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

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP <ul style="list-style-type: none"> <li>• <b><i>B-BBEE Level 1 or 2</i></b> - B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline</li> <li>• <b><i>At least 30% Black Women Owned Entities</i></b> - B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline</li> </ul>	
Section 11: Previous experience of industrial chemical/herbicide weed control	
Section 12: List of herbicides/product mixes and method applications	
Section 13: Delivery Schedule (Programme of work) and Gantt Chart	
Section 14: Schedule of Plant and Equipment	
Section 15: Company's organogram	

**c) Essential Returnable Documents:**

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

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 FORM	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: Specific goals points claim form	
SECTION 10: Protection of Personal Information	
Proof of CSD Registration	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system	



**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

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

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

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

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

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

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

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

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

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

**SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM**

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

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

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

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

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

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

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

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

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

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

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

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

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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


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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
 .....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
 .....

#### **14 DECLARATION**

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

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

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

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

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

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

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

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

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

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

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

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

#### **BREACH OF LAW**

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

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

NATURE OF BREACH:

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

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

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

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

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

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

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: ERACMJ-PRC-45161

RFP deadline for questions / RFP Clarifications: Before 10:00 am on 05 June 2024

TO: Transnet SOC Ltd  
ATTENTION: Mathetja Meletse  
EMAIL [Mathetja.Meletse@transnet.net]  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_  
\_\_\_\_\_

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

\_\_\_\_\_

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**SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 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;
  - (b) B-BBEE Status Level of Contribution; and
  - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
B-BBEE Level of contributor (1 or 2) <b>and, 10 Points</b>	
At least 30% Black Women Owned Entities <b>10 Points</b>	
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points 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) **"Ownership"** means 51% black ownership
- (e) **"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;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"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.
- (k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (l) **"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.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

- $P_s$  = 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

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

#### 3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	10 Points
At least 30% Black Women Owned Entities	10 Points
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
At least 30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

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

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

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(based on point distribution per Table 3.2)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

- v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

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:.....

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 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its evidence regarding specific goals or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

## WITNESSES

1. ....
2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

**SECTION 10: PROTECTION OF PERSONAL INFORMATION**

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

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

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

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

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 RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

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

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

**SECTION 11****REFERENCES**

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels: Previous experience of industrial chemical/herbicide weed control - not limited to the railway environment

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

Company Name	Nature of work	Value of work	Contact person	Contact details	Duration of Contract

---

Respondent's Signature

---

Date & Company Stamp



**SECTION 12:****LIST OF HERBICIDES/PRODUCT MIXES AND METHOD APPLICATIONS**

- List of herbicides and product mixes to be used in the execution of this agreement in terms of the agreement conditions and specifications
- **Please submit the full specimen labels and material safety data sheets**
- All suggested herbicides must be registered and must achieve control with a full range of species
- Product mixes offered must be able to achieve a long term control.

**List of registered herbicides to be used in the work, supported by full specimen labels and data material safety data sheets**

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**(ii) Method Application:**

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**(iii) Application rates of registered herbicides to be applied:**

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**(iv) List of product mixes:**

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**SECTION 13****DELIVERY SCHEDULE (PROGRAMME OF WORK)****FOR VEGETATION IN YARDS AND VEGETATION AT LEVEL CROSSINGS**

- Respondents are required to start and complete initial vegetation control program in time
- Respondents are required to complete the following schedule and submit a **detailed program as a separate attachment.**

**Number of teams to be used** \_\_\_\_\_

**Working Rates:**

**Area (Ha)/Area (m<sup>2</sup>) /Annual Work lots** \_\_\_\_\_

**Details of a program in a line with a Gantt chart format according to schedule of quantities MUST BE PROVIDED as well as a follow up remedial work. Program that must be submitted must be per team and work location.**

**Please indicate whether you are willing to work on weekends or after hours**

**After-hour / Weekends:**

<b>Yes</b>	
<b>No</b>	

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

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

**SECTION 14:****SCHEDULE OF PLANT AND EQUIPMENT****FOR VEGETATION IN YARDS AND VEGETATION AT LEVEL CROSSINGS**

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.

**(i) Plant immediately available for work tendered for:**

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**(ii) Plant on order and which will be available for work tendered for:**

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**(iii) Plant to be acquired for the work tendered for:**

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## Section 15

### **Company's organogram - Vegetation control in yards**

A detailed Company's operational team organogram indicating the number and function of employees on the operational team to carry out the work on site (This should show the number of employees intended to be hired upon awarding of the contract indicating the number of operators. The required number of the 2 operational team executing the work on site should consist of at least 20 employees with 10 people assigned per team. A team member can be appointed as a safety REP & also working as a brush cutter operator & a PCO can also function as an operator.

### **Company's organogram - Vegetation control at the Level Crossings**

A detailed Company's operational team organogram indicating the number and function of employees on the operational team to carry out the work on site (This should show the number of employees intended to be hired upon awarding of the contract indicating the number of operators. The required number of the operational team executing the work on site should consist of at least 14 employees or more but not less than 14.