



FREIGHT RAIL

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ]

FOR THE CUTTING OF VELD GRASS ON ANS AND WHEN REQUIRED AT MESSINA, MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS

RFQ NUMBER	ERACEM3378-19647
ISSUE DATE:	15 OCTOBER 2015
CLOSING DATE:	29 OCTOBER 2015
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	31 JANUARY 2016

"PREVIEW COPY ONLY"

SCHEDULE OF BID DOCUMENTS

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RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT MESSINA, MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS

Section 1: NOTICE TO BIDDERS

1 INVITATION TO BID

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

DESCRIPTION	For the provision of hygiene and sanitation services required in Pretoria [the Services]
BID FEE AND BANKING DETAILS	This RFQ is issued free of charge.
INSPECT / COLLECT DOCUMENTS FROM	The office of the Transnet Freight Rail Advice Centre Inyanda House 1 Ground Floor 21 Wellington road Parktown Johannesburg
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 15 th October 2015 until 22 nd October 2015.
COMPULSORY/NON COMPULSORY BRIEFING SESSION	Yes Refer to paragraph 2 for details.
CLOSING DATE	10:00 on Thursday 20 October 2015 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	31 January 2016 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.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory pre-Quotation RFQ briefing will be conducted at Transnet Freight Rail, Station Building, Baobabb Boardroom, Corner of Church and Hospital Street, Polokwane on the **23rd October 2015, at 10h30** for a period of ± 45 minutes. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your Quotation as proof of attendance.*
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- 2.3 Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.

As the briefing session will be held in an operational area of Transnet, all people entering the premises **may be subjected to a substance abuse test.**

Contact person for technical enquiries and Directions: Mr. George Mouton Telephone: (015) 299 6282

or Cell no: 083 297 9335

3 QUOTATION SUBMISSION

Quotations must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council	
RFQ No:	ERACEM3378-19647
Description	FOR THE CUTTING OF VELD GRASS ON AREAS AND WHEN REQUIRED AT MESSINA, MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS
Closing date and time:	29 October 2015 at 10am
Closing address	[Refer to options in paragraph 4 below]

All envelopes must reflect the return address of the Respondent on the reverse side.

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand

If delivered by hand, the envelope is must be deposited in the Transnet tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington road, Parktown, Johannesburg, and must be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFQ will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

Respondents are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFQ as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFQ 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 such a JV or consortium agreement is unavailable, 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 RFQ 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 the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Quotation that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 7 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted to Emily Mabetlela before **12:00, 3 days prior to closing date**, substantially in the form set out in Section 6 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 544 9486, email prudence.nkabinde@transnet.net on any matter relating to its RFQ Quotation.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Quotation will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

7 CONFIDENTIALITY

- 7.1 All information related to this RFQ 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 gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

8 INSTRUCTIONS FOR COMPLETING THE RFQ

- 8.1 Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be binded.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Quotation.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFQ. Be it that it was included in the other.
- 8.4 **All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.**
- 8.5 Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 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, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

9 COMPLIANCE

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

10 DISCLAIMERS

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

- 10.1 modify the RFQ's Services and request Respondents to re-bid on any such changes;
- 10.2 Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 10.3 Disqualify Quotations submitted after the stated submission deadline [Closing Date];
- 10.4 Not necessarily accept the lowest priced Quotation or an alternative bid;
- 10.5 Reject all Quotations, if it so decides;
- 10.6 Withdraw the RFQ on good cause shown;
- 10.7 Award a contract in connection with this Quotation at any time after the RFQ's closing date;

- 10.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 Split the award of the contract between more than one Service Provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 Make no award of a contract;
- 10.11 Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right 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.

Transnet reserves the right to lower the threshold for Technical from 70% to 60% if no Bidders pass the predetermined minimum threshold in respect of Technical.

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

11 LEGAL REVIEW

A Quotation 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.

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056**

RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT MESSINA, MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS

Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

This agreement covers the cutting of veld grass "on an as and when" required in Messina, Makhado under the jurisdiction of Real Estate Management for a period of two years (24) months, as decided by Transnet.

The essence of the agreement is that Transnet Freight Rail requires that the services that are to be rendered, ensure the cutting of veld grass.

2 SCOPE OF REQUIREMENTS

2.1. SCOPE OF WORK

2.1.1 This contract covers

- The cutting and clearing of veld grass, obstructing vegetation and listed invasive plant species.
- the control and eradication, of obstructing vegetation and listed invasive plant species
- the trimming of trees with a diameter of more than 200mm. This includes all trees and shrubs deemed threatening to normal operations in the station

At various stations as listed in the Schedule of Quantities and Prices, by means of mechanical and chemical herbicide methods on Transnet Freight Rail property that is controlled by Real Estate Management.

2.1.2 The essence of the contract is that Transnet Freight Rail requires the vegetation (excluding trees) in the station area to be maintained to a height not exceeding 150mm and clean of all obstructing vegetation and listed invasive plant species for the duration of the contract period.

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

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

2.1.5 The Respondent shall obtain his/her own information regarding species, occurrence, and extent of vegetation to be controlled in order to comply with the required standards. He or she must also determine the best method to control the vegetation.

2.2. SUFFICIENCY OF RFQ

2.2.1 A Site Inspection Certificate (Section 8) signed by the Transnet Representative or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Respondent's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

2.3. DURATION OF CONTRACT

The duration of the contract is for a period of **two years (24 months)** commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

2.4. COMPLIANCE WITH STATUTES

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

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

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

2.4.3 Listed invasive plant species are declared weeds and declared plant invaders (Category 1, 2 & 3 plants) that are proclaimed under the Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983), listed in Regulation 15, including the national list of invasive terrestrial and fresh-water plant species (Category 1, 1a, 2 & 3 plants) proclaimed under the National Environmental Management Biodiversity Act (Act 10 of 2004)

2.5. GENERAL

2.5.1 Respondents are required to tender for all the areas quoted in the Schedule of Quantities and Prices.

2.5.2 The scope of the work consists of the cutting and clearing of veld grass, obstructing vegetation and listed invasive plant species, the control, eradication and maintenance of obstructing vegetation and eradication of listed invasive plant species and the trimming of trees with a diameter of more than 200mm as indicated in the Schedule of Quantities and Prices. This includes all trees and shrubs deemed threatening to normal operations in the station.

2.5.3 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

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

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

2.6. GUARANTEES

A security of ten per cent (10%) of the total contract value shall be provided before any work is carried out.

2.7. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

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

- 2.7.1 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Respondent shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use.

2.8. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

In the event of any equipment being provided by Transnet Freight Rail such equipment shall be used in the most careful and economical way and the Respondent shall take all necessary care to prevent loss or damage.

2.9. TO BE PROVIDED BY THE RESPONDENT

- 2.9.1 In addition to all labour, material, plant, equipment and incidentals needed to complete the work; the Respondent shall provide all accommodation and toilet facilities for his/her employees.
- 2.9.2 The Respondent shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.
- 2.9.3 The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.
- 2.9.4 The Respondent shall provide his/her employees with high visibility garments. The high visibility garments are to be worn by the employees at all times when on site.
- 2.9.5 When required the Respondent shall appoint at each work site **sufficient personnel** whose sole task shall be to be on the look out for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.

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

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

2.10. SCHEDULE OF QUANTITIES AND PRICES

2.10.1 The quantities in the Schedule of Quantities and prices are estimated and may be more or less than stated. The Respondent shall submit with his/her Rfq a complete and detailed priced schedule (prepared in ink) of work.

2.10.2 The Respondent shall price each item. If the Respondent has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of Rfq's.

2.10.3 The short descriptions of the items in the schedule are for identification purposes only. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Respondent in the Schedule of Quantities and prices.

2.11 CONTRACT PRICE ADJUSTMENT

2.11.1 Contract price must be fixed and firm for the duration of the two years.

2.12. EVALUATION OF TENDERS

2.12.1 Respondents may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Respondent propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of tenders.

2.12.2 The Respondent shall submit as part of his/her Rfq, all relevant details of his/her production rate, water usage, truck requirements and any other information needed to enable the Rfq to be evaluated as described above.

2.13. SITE MEETINGS

The Respondent shall attend site meetings when required. These meetings will be held under the chairmanship of the Transnet Representative or his/her deputy. When sub-contractors are required to attend, the Respondent shall ensure their attendance.

2.14. SITE BOOKS

2.14.1 The Site Instruction Book shall have numbered sheets for receiving and recording instructions by the Transnet Representative and shall be clearly marked "Site Instruction Book".

2.14.2 The site diary referred shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Respondent and Transnet Representative or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays that cannot be substantiated by reference to the site diary will not be considered.

2.14.3 This site diary shall serve as a daily record of all relevant information concerning site conditions prevailing on site and herbicide application (where applicable) as required in terms of section 16 of Act 36 of 1947.

- 2.14.4 Only persons authorised in writing by the Transnet Representative or Respondent may make entries in the site books.
- 2.14.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Day Book".

2.15. INFORMATION TO BE PROVIDED WITH RFQ

The Respondent shall submit the following information at the time of tendering:

- 2.15.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required ensuring performance as specified. With specific reference to the time limit stated in clause 2.17.2 to achieve the specified performance.
- 2.15.2 Whether the Respondent intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.
- 2.15.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- 2.15.4 The Bill of Quantities and Prices must be completed in full.
- 2.15.5 A list of registered products to be used in the work, supported by specimen labels, indicating:
Trade name
Generic name
Registration Number
Ingredients (type and content) as shown on the label
Application rates
The Transnet Representative's approval shall not be obtained for use of other products.
- 2.15.6 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and any other relevant information.
- 2.15.7 A description of the methods to be used for the safe disposal of all chemicals, residual materials and containers utilised must be provided.
- 2.15.8 **A copy of the certificate issued by the Department of Agriculture to certify that the Respondent or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause 2.4.2, must be submitted.**

2.16. PENALTIES FOR LATE COMPLETION

The provisions pertaining to "penalties for late completion" shall not apply to this contract.

2.17. METHOD OF VEGETATION CONTROL

- 2.17.1 The Respondent's methods and program shall provide rapid and effective control at all treated areas, Techniques, programming and chemicals employed shall therefore be directed at this aim. The Respondent shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.
- 2.17.2 The Respondent is to ensure that there will be no vegetation deviating from the standard as described in clause 2.30.1 and 2.19.1 within **14 calendar days** from the start of the season through to the completion date of the contract.
- 2.17.3 The Respondent shall not damage existing indigenous vegetation that is not threatening to the normal

operation of on-track machinery and vehicles and he/she shall be held responsible for the full reinstatement thereof should avoidable damage of any nature occur.

- 2.17.4 The type of herbicides and the methods of application to be employed are as specified by the Respondent and are subject to the approval of, and monitoring by the Transnet Representative. Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.

2.18. DISPOSAL OF VEGETATIVE MATERIAL

The Respondent at no additional cost shall remove all vegetative matter resulting from the Cutting and eradication of all vegetation. No disposal of vegetative matter may be done on adjacent lands.

Suitable areas and/or methods will be agreed to with the Transnet Representative on site prior to disposal of cut material.

Vegetative matter to be removed is not allowed to take place across the railway lines without the necessary protection in place, and agreed to by the Transnet Representative.

2.19. STANDARDS OF WORKMANSHIP

- 2.19.1 Vegetation control shall be such that there are no dry or dead remains of vegetation within the areas of control that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Transnet Representative.

Suitable areas and/or methods will be agreed to with the Transnet Representative on site prior to disposal of cut material.

- 2.19.2 For this contract the Respondent should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices, includes all work necessary to achieve the required control

2.20 OVERALL CONTROL

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

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

The standard of "Overall Control" to be provided on each district by the Respondent shall be:

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

2.20.2 Failure by the Respondent to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Respondent.

2.21. PROGRAMME OF WORK

2.21.1 The Respondent shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Transnet Representative for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender. This programme will be within the initial operational period allowed as per clause 2.17.2.

2.21.2 The particulars to be provided in respect of the Respondent's vegetation program shall include but not be limited to the following:

- ◆ An assessment based on a proper site investigation of the types of vegetation to be controlled in the contract area.
- ◆ The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract.

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

- ◆ ascertaining the existing vegetation and factors that could influence the work;
- ◆ monitoring the standard of vegetation control achieved;
- ◆ identifying any damage or hazards which may have been caused by the vegetation control operation, and
- ◆ Planning of timeous execution of remedial work where control is not being achieved.

2.21.4 The programme shall be based on the quantities shown in the Schedule of Quantities and Prices.

2.21.5 In addition to the annual programme provided for in terms of 2.21.1 the Respondent shall submit daily working programmes to the Transnet Representative, 7 days in advance of the next working week, indicating the specific areas where the Respondent will be working each day of the week. Failure by the Respondent to submit a daily programme and/or deviating from it without notifying the Transnet Representative, preventing him/her from monitoring the Respondent's performance, may result in payment for such work being withheld.

2.22. PERFORMANCE MONITORING AND EVALUATION

- 2.22.1 The Respondent shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed vegetation control. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 2.22.2 The Transnet Representative shall at any time during the operational periods carry out routine inspections of the Respondent's performance methods and procedures.
- 2.22.3 The Transnet Representative **shall**, during the duration of the contract, carry out six official inspections of the work for the purpose of evaluating whether control, as defined, has been achieved and measuring progress.

The Transnet Representative will inform the Respondent 14 days in advance of the schedule of official inspections and will arrange the transport such, that adequate space and time is available for the purpose of the inspection.

The inspections shall be performed visually and the Respondent shall be present or forfeit his/her right to dispute the measurements and evaluation of the Transnet Representative.

- 2.22.4 The 1st inspection will take place after completion of the entire contract area and will be evaluated on the specified level of control as described in 2.31 and 2.19.1.
- 2.22.5 The 2nd inspection will take place 60 calendar days after completion of the initial treatment and will be evaluated on the specified level of control as described in 2.31 and 2.19.1.
- 2.22.6 The 3rd inspection will take place 90 calendar days after the completion of the initial treatment and will be evaluated on the specified level of control as described in 2.31 and 2.19.1.
- 2.22.7 The 4th inspection will take place after completion of the entire contract area in the second season and will be evaluated on the specified level of control as described in 2.31 and 2.19.1.
- 2.22.8 The 5th inspection will take place 60 calendar days after completion of the initial treatment in the second season and will be evaluated on the specified level of control as described in 2.31 and 2.19.1.
- 2.22.9 The 6th inspection will take place 90 calendar days after the completion of the initial treatment in the second season and will be evaluated on the specified level of control as described in 2.31 and 2.19.1.
- 2.22.10 During each of these inspections the stations treated will each be measured and evaluated. The area (square metre) in a station that does not comply with the specified level of control will be recorded as rejected.
- 2.22.11 The rejection of areas that do not comply with the standard of control will be final and valid for that inspection in that particular year.

The Respondent may contest the rejection by the Transnet Representative of work performance only at the time and place of rejection.

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

- 2.22.12 In the case where the Transnet Representative and the Respondent fail to agree on whether an area has

failed. The area shall be recorded as a "disputed area" and the Respondent shall prepare an appropriate record of all disputed area in order that such disputes may be resolved by way of the disputes resolution procedures

- 2.22.13 The Project Manager reserves the right to forego any inspection by giving the Respondent written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Respondent to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion, does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the control achieved and will not penalise the Respondent for that inspection.

2.23. REMEDIAL WORK

- 2.23.1 The Respondent shall carry out remedial work to all areas where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of dry or dead growth exceeding in height as specified. As well as any dry or dead growth forming a nuisance or hazard to Transnet Freight Rail Operations.

- 2.23.2 The Transnet Representative may, at any time after the first measurement order the Respondent to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Transnet Representative for his/her approval. Failing to do so the Transnet Representative may arrange for such action to be carried out by others at the cost of the Respondent.

2.24. DAMAGE TO FAUNA AND FLORA

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

The Respondent shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

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

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

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

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

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

- 2.25 Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.**
- 2.25.1 **Certain protected plant species and desirable plants are not to be controlled or removed and this plant material will be identified by the Transnet Representative or his/her deputy) prior to the start of the Respondent's program.**
- 2.26. MEASUREMENT AND PAYMENT**
- 2.26.1 Payment will be based on the square metre treated as instructed by the Transnet Representative and to which the Respondent successfully applied the vegetation control measures and has achieved the standard of control defined in clause 2.31 and 2.19.1.
- 2.26.2 No payment will be made for rejected areas where control achieved does not meet the standards of control specified.
- 2.26.3 Measurement and payment for the work completed will be made in 6 stages as follows:
- 2.26.3.1 After completion of the initial treatment of the entire contract area the Transnet Representative or his/her deputy and the Respondent will measure the work performed (square metre treated). This measurement takes place in concurrence with the first official inspection in accordance with clause 2.22.4. The Respondent will thereafter receive payment at 40% of the rates tendered for all of the approved completed work (excluding rejected work).
- 2.26.3.2 A 2nd measurement and evaluation will be made concurrent with the 2nd official inspection conducted in accordance with clause 2.22.5. The Respondent will thereafter receive payment at 30% of the rates tendered for all areas where control as specified has been achieved.
- 2.26.3.3 A 3rd measurement and evaluation will be made concurrent with the 3rd official inspection conducted in accordance with clause 2.22.6. The Respondent will thereafter receive payment at 30% of the rates tendered for all areas where control has been achieved.
- 2.26.3.4 A 4th measurement and evaluation will be made concurrent with the 4th official inspection conducted in accordance with clause 2.22.7. The Respondent will thereafter receive payment at 40% of the rates tendered for all areas where control has been achieved.
- 2.26.3.5 A 5th measurement and evaluation will be made concurrent with the 5th official inspection conducted in accordance with clause 2.22.8. The Respondent will thereafter receive payment at 30% of the rates tendered for all areas where control has been achieved.
- 2.26.3.6 A 6th measurement and evaluation will be made concurrent with the 6th official inspection conducted in accordance with clause 2.22.9. The Respondent will thereafter receive payment at 30% of the rates tendered for all areas where control has been achieved.
- 2.26.3.7 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Respondent costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Respondent's profit, for all delay and consequential costs and for everything of whatever nature required of the Respondent for completion of the work included in the Contract.

No additional payment will be made for the procurement, handling transport and incidental costs in the amount tendered for the removal, treatment and disposal of trees and shrubs and other plant material which may occur as the result of removal / cutting

2.27 SABS STANDARD

The respondent is to adhere to the laid down SABS standard with regards to protective clothing, storing of chemical and the use of chemicals.

2.28 REQUIREMENTS

2.28.1 All products used to be SABS (South African Bureau of Standards) compliant

2.28.2 List of Products used in the work inclusive of Product labels and Safety Data Sheets to be provided

A Minimum of:

4 Sterilants and 4 Systematic products and 4 Mixtures

2.28.3 Letter of Good Standing

2.29 HEALTH, RISK AND SAFETY PLAN REQUIRED

The respondents tendering for this project shall take note of the following when compiling Safety, health and environmental plan.

Part A: Health and safety Plan

2.29.1 SHE Management Structure

2.29.1.1 Health and Safety Representative (Section 17 of OHS Act).

2.29.2 SHE Organisation

2.29.2.1 Health and Safety Committee.

2.29.2.2 Composition.

2.29.2.3 Frequency & minutes of Meetings.

2.29.2.4 Legal Compliance Audits, Frequency, findings, analysis and corrective actions.

2.29.3 Risk Assessment/Management

2.29.3.1 Task descriptions.

2.29.3.2 Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.

2.29.4 Education and Training

2.29.4.1 Induction training.

2.29.4.2 Site Specific Training.

2.29.5 Emergency Planning – Evacuation plan

2.29.5.1 Client procedure.

2.29.5.2 Site procedure.

2.29.6 Health and Safety Communications

2.29.6.1 Safety/Toolbox talks.

2.29.6.2 Incident Recall.

2.29.7 Safe Working Procedures and Methods

- 2.29.7.1 Method Statements.
- 2.29.7.2 Safe Operating Procedures.
- 2.29.7.3 Task/Job observations.

2.29.8 Personal Protective Equipment and Clothing

- 2.29.8.1 PPE required after all other controls have been considered.
- 2.29.8.2 PPE proof of issue.

2.29.9 Project security

- 2.29.9.1 Security risks identified.
- 2.29.9.2 Access control.

Part B. Environmental Management Plan

Note: TFR will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project

1. Control of Dust
2. Noise Pollution Control
3. Waste Management
4. Environmental Incident Management (Sect 28NEMA and Sect 20 National Water Act).
5. Contamination of surface and underground water
6. Soil Contamination
7. Storm Water Drainage
8. Environmental Clean-up and Rehabilitation
- 9.

2.30 MINIMUM PLANT AND EQUIPMENT REQUIRED

- 2.30.1 LDV'S
- 2.30.2 Trailers
- 2.30.3 Brush cutters
- 2.30.4 Knapsack sprayers
- 2.30.5 Chain saw
- 2.30.6 Rakes
- 2.30.7 Industrial brooms

2.31 DEFINITIONS

2.31.1 **Cutting and clearing** is achieved when all existing or potential growth of vegetation is cut to a maximum height of 150mm.

- The constituent parts of all plants occurring within the area of treatment cease to exceed 150mm in height.
- The constituent parts of all plants (dead or alive) cease to exceed 150mm in height for the total duration of the contract.
- There are no dead or dry remains of any vegetation within the treated area, which may constitute a fire hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

2.31.2 **Control and eradication** is achieved when all listed invasive plant species are permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

- The constituent parts of all listed invasive plant species occurring within the area of treatment cease to exist as living organisms or entities; and
- There are no dead or dry remains of any vegetation within the treated area, which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.
This constitutes a process that occurs on an *on-going basis* and not only at the time of measurement and payment inspections

2.31.3 **Season** means the start of the growing season and normally starts October/commencement of the raining season each year but varies because of local climatic and rainfall conditions.

2.30.4 **Spraying** means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other formulation.

3 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.*

4 GENERAL SERVICE PROVIDER OBLIGATIONS

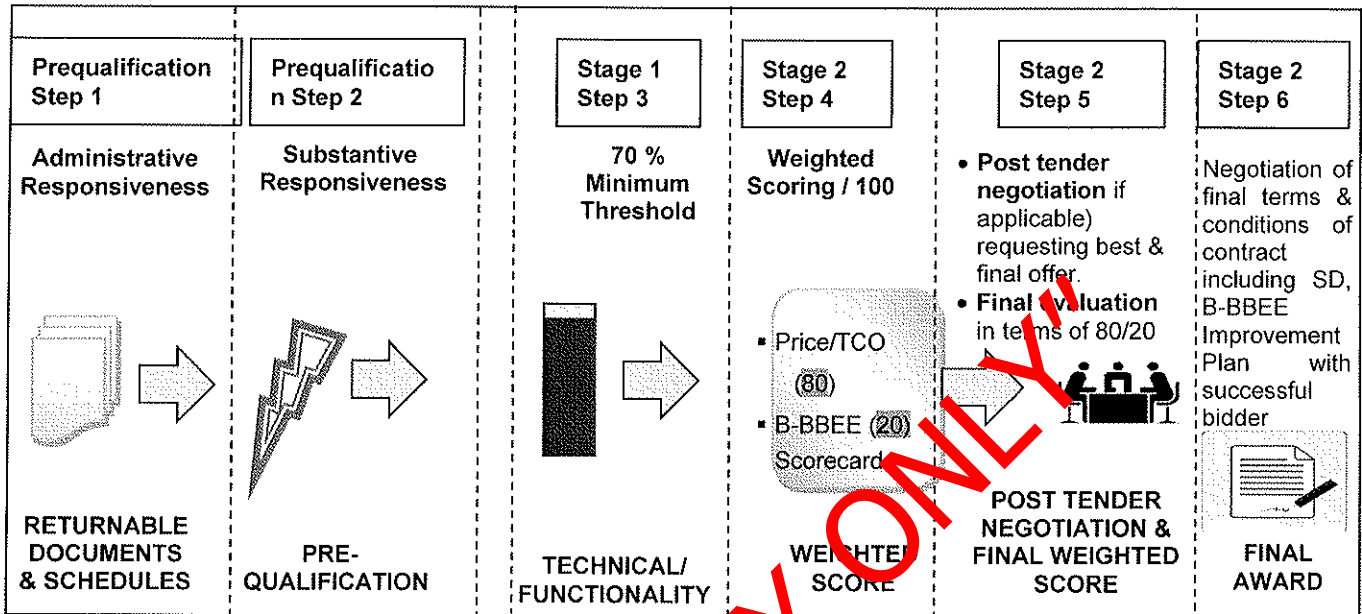
4.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

4.2 The Service Provider(s) must comply with the requirements stated in this RFQ.

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5 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, 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 stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stage(s).

5.1 PREQUALIFICATION STAGE - STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 4, page 33</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 4, page 33 and 34</i>

The test for administrative responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further pre-qualification

5.2 PREQUALIFICATION STAGE ~ STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer with a completed schedule of prices 	<i>Section 3</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given ~ A fully completed clause by clause statement of compliance to project specification 	<i>All Sections</i>
<ul style="list-style-type: none"> Pest control operator Industrial weed control/Industrial vegetation and noxious weeds in terms of Act 36 of 1947 in terms of act 36 of 1947 	<i>Section 2, paragraph 2.4.2</i>
<ul style="list-style-type: none"> Whether the compulsory information briefing session was attended 	<i>Section 1, paragraphs 2.1 & section 8</i>
<ul style="list-style-type: none"> SABS Registered proposed products to be used together with labels and safety data sheets (minimum of 4 sterilants, 4 systemic products and 4 mixtures) 	<i>Section 2, paragraph 2.17.4</i>

The test for substantive responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further evaluation

5.3 STAGE 1 ~ STEP 3: Minimum Threshold 70% for Technical Criteria

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

Technical Criteria	% Weightings	RFQ Reference
<ul style="list-style-type: none"> Health, Risk and Environmental Plan 	40 %	<i>Section 2 paragraph 2.29</i>
Fit for purposes (List of chemical for intended use) <ul style="list-style-type: none"> Products proposed sufficient to control weed species prominent in the area tendered for Products proposed capable of achieving long-term control i.e greater than 6 months Proposed product mixtures/combinations capable of ensuring control as required and compatible and in line with manufacturer's recommendations 	20% 20% 20%	
Total Weighting:	100%	
Minimum qualifying score required:	70	

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non responsive
1	Poor
2	Average
3	Good
4	Very Good
5	Excellent

The minimum threshold for technical/functionality [Stage One] must be met or exceeded for a Respondent's Quotation to progress to Stage Two for final evaluation

5.4 STAGE TWO ~ STEP 4: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 3

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

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

- b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

- B-BBEE current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

5.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

6 STAGE TWO ~ STEP 5: Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be

requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 90/10.

7 STAGE TWO ~ STEP 6: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

"PREVIEW COPY ONLY"

RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT MESSINA,MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS

CLOSING VENUE: As per Section 1, paragraph 4.1

CLOSING DATE: 29 October 2015

CLOSING TIME: 10h00

VALIDITY PERIOD: 31 January 2016

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

No	Stations	Area (M ²)	Rate per m ² Year 1	Total for Year 1	Rate per m ² Year 2	Total for Year 2	Total for 2 Years
	CUTTING OF VELD GRASS AT MESSINA,MAKHADO AND SURROUNDING AREAS						
1	MESSINA (GRASS)	666900					
2	MAKHADO(GRASS)	721352					
3	SPRAYING NOXIOUS WEEDS	1500					
No	Item	Quantity	Rate per each Year 1	Total for Year 1	Rate per each Year 2	Total for Year 2	Total for 2 Years
4	TRIMING OF TREES WITH DIAMETER >200 mm	100					
	Sub-Total Excluding Vat						
	Vat 14%						
	Total						

Notes to Pricing:

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) 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.

Respondent's Signature

Date & Company Stamp

- c) 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.
- d) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

YES	
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1 DISCLOSURE OF PRICES TENDERED

1.1 Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

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

2 SERVICE LEVELS

- 2.1 An experienced account representative(s) is required to work with Transnet’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly reviews with the Service provider’s account representative on an on-going basis.
- 2.3 Transnet reserves the right to request that any member of the Service provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.5 The Service provider must provide a telephone number for customer service calls.
- 2.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days’ notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

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

3 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 a Service provider, in relation to:

3.1 **Quality and specification of Services delivered:**

3.2 **Continuity of supply:**

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

4 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:

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

Respondent's Signature

Date & Company Stamp

5 FINANCIAL STABILITY

Respondents are required to submit their latest audited financial statements for the past 3 years with their Quotation in order to enable Transnet to establish financial stability.

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: _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT MESSINA, MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS

Section 4: QUOTATION 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 Quotation 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 shortlisted bidder(s).

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

I/We hereby offer to supply the abovementioned 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 RFQ documents.

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

- (i) Master Agreement;
- (ii) General Bid Conditions – Services; and
- (iii) Any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Quotation [and, if any, its covering letter and any subsequent exchange of

Respondent's Signature

Date & Company Stamp

correspondence] together with Transnet's Letter of Intent, 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 Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 24 months only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFQ including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Supplier Development and/or B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non compliance with any of the material terms of this RFQ, 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 RFQ. 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 Quotation 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 RFQ

As soon as possible after approval to award the contract(s), the successful Respondent [the Service provider] will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Service provider and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Respondent's Signature

Date & Company Stamp

Transnet requires a validity period up to 31 January 2016 against this RFQ.

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 RFQ 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)
- _____
- _____
- _____

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. **Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

a) Mandatory Returnable Documents

Failure to provide all Mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 :Completed Pricing offer and Delivery Schedule	
SECTION 8 : Signed certificate of attendance of compulsory RFQ Briefing session and whether the compulsory information briefing session was attended	
SECTION 10: A fully completed Clause by clause statement of compliance to project specification	
Pest control operations industrial weed control/industrial vegetation and noxious weeds in terms of Act 36 of 1947	
SABS Registered proposed products to be used together with labels and safety data sheets (minimum of 4 sterilants,4 systemic products and 4 mixtures	

b) Essential Returnable Documents

In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.

Respondent's Signature

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Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4 : Quotation Form and List of Returnable documents	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- 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	
- Letter of good standing from Department of Labour	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFQ Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	
SECTION 9 : Schedule of Plant and Equipment	

c) Additional Documents

In addition to the requirements of paragraphs (a) and (b) above, Respondents are further requested to submit with their Quotations the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
- Detail program according to schedule and quantities	
- Follow up program	

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 Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith

Respondent's Signature

Date & Company Stamp

without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

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

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

- 1 General Bid Conditions*
- 2 Master Agreement*
- 3 Supplier Integrity Pact*
- 4 Non-disclosure Agreement*
- 5 Specifications and drawings included in this RFQ
- 6 Vendor Application form* and all supporting documents (first time vendors only)
- 7 E4E – Safety arrangements and Procedural compliance (Act 85 of 1993) and applicable regulations*
- 8 BBD8210 version 1 – E/7 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment*

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s).

***(available on Transnet's website or upon request)**

Respondent's Signature

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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: _____

TELEPHONE: _____

DESIGNATION: _____

CELL PHONE: _____

FACSIMILE: _____

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RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT MESSINA, MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS

Section 5: RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

- 9. 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.
- 10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
- 11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

12. 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:

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

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Respondent's Signature

Date & Company Stamp

RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT MESSINA, MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS

Section 6: RFQ CLARIFICATION REQUEST FORM

RFQ No: ERACEM3378-19647

RFQ deadline for questions / RFQ Clarifications: Before 12:00, 3 days prior to closing date

TO: Transnet SOC Ltd
ATTENTION: Emily Mabetlela
EMAIL: Emily.Mabetlela@transnet.net
DATE: _____
FROM: _____

RFQ Clarification No ERACEM3378-19647

REQUEST FOR RFQ CLARIFICATION

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RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT MESSINA, MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS

Section 7: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet 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 Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status 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;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;

- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFQ will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest

number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	14
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisites for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 **Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
 - Partnership/Joint Venture/Consortium
 - One person business/sole proprietorship
 - Close Corporations
 - Company (Pty) Ltd
- (v) Describe Principal Business Activities
.....
.....
- (vi) Company Classification [TICK APPLICABLE BOX]
 - Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g. Transporter, etc.
- (vii) Total number of years the company/firm has been in business.....

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BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet 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) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

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**RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT
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Section 8: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on

_____ 20__

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

Respondent's Signature

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Section 9: SCHEDULE OF PLANT AND EQUIPMENT

Schedule of plant and equipment to be used in the execution of this agreement in terms of the Master Agreement. The respondent must state which plant is immediately available and which will be ordered for.

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

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

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

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**RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT
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Section 10: CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION

Clause Nr	Comply	Does Not Comply	Comments
2.1.1			
2.1.2			
2.1.3			
2.1.4			
2.1.5			
2.2.1			
2.3			
2.4.1			
2.4.2			
2.4.3			
2.5.1			
2.5.2			
2.5.3			
2.5.4			
2.5.5			
2.6			
2.7.1			
2.8			
2.9.1			
2.9.2			
2.9.3			
2.9.4			
2.9.5			
2.10.1			
2.10.2			

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Clause Nr	Comply	Does not Comply	Comments
2.10.3			
2.11.1			
2.12.1			
2.12.2			
2.12.3			
2.13			
2.14.1			
2.14.2			
2.14.3			
2.14.4			
2.14.5			
2.15.1			
2.15.2			
2.15.3			
2.15.4			
2.15.5			
2.15.6			
2.15.7			
2.15.8			
2.16			
2.17.1			
2.17.2			
2.17.3			
2.17.4			
2.18			
2.19			
2.19.1			
2.19.2			
2.20.1			
2.20.2			
2.21.1			
2.21.2			

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Clause Nr	Comply	Does not Comply	Comments
2.21.3			
2.21.4			
2.21.5			
2.22.1			
2.22.2			
2.22.3			
2.22.4			
2.22.5			
2.22.6			
2.22.7			
2.22.8			
2.22.9			
2.22.10			
2.22.11			
2.22.12			
2.22.13			
2.23.1			
2.23.2			
2.24.1			
2.24.2			
2.24.3			
2.24.4			
2.25.1			
2.26.1			
2.26.2			
2.26.3			
2.26.3.1			
2.26.3.2			
2.26.3.3			
2.26.3.4			
2.26.3.5			
2.26.3.6			

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Clause Nr	Comply	Does not Comply	Comments
2.26.3.7			
2.27			
2.28.1			
2.28.2			
2.28.3			
2.29.1.1			
2.29.2.1			
2.29.2.2			
2.29.2.3			
2.29.2.4			
2.29.3.1			
2.29.3.2			
2.29.4.1			
2.29.4.2			
2.29.5.1			
2.29.5.2			
2.29.6.1			
2.29.6.2			
2.29.7.1			
2.29.7.2			
2.29.7.3			
2.29.8.1			
2.29.8.2			
2.29.9.1			
2.29.9.2			
Part B			
2.30.1			
2.30.2			
2.30.3			
2.30.4			
2.30.5			
2.30.6			

Respondent's Signature

Date & Company Stamp

Clause Nr	Comply	Does not comply	Comments
2.30.7			
2.31.1			
2.31.2			
2.31.3			
2.31.4			

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT
MESSINA, MAKHADO AND SURROUNDING AREAS UNDER THE JURISDICTION OF
REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS**

Section 11: LIST OF PROPOSED PRODUCTS TO BE USED

List of proposed products to be used in the execution of this agreement in terms of the Agreement Conditions and specifications (SABS registered Products), (minimum of 4 sterilants, 4 systemic products and 4 mixtures)

(i) **Sterilants products (4):**

(ii) **Systemic products (4):**

(iii) **Mixtures (4):**

"PREVIEW COPY ONLY"

**RFQ FOR THE CUTTING OF VELD GRASS ON AN AS AND WHEN REQUIRED AT
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REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO YEARS**

Section 12: METHOD STATEMENT

Respondents are required to complete the following schedule:

Number of teams to be used _____

Working Rates:

Square meters/ HA per day _____

Details and functions of personnel that is going to carry out the work :

Details of a program in a line with a diagram/ bar chart format according to schedule of quantities
MUST BE PROVIDED as well as a follow up program.

If it not provided, it will have a negative influence on your scoring.

Respondent's Signature

Date & Company Stamp

"PREVIEW COPY ONLY"