



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC: DNR-18360

FOR THE PROVISION OF: GROUND MAINTENANCE FOR A PERIOD OF 12 MONTHS

FOR DELIVERY TO: BLACK RIDGE

ISSUE DATE: 31 JULY 2015
CLOSING DATE: 27 AUGUST 2015
CLOSING TIME: 10:00
SITE BRIEFING: TRANSNET BOUGHTON DEPOT
DATE AND TIME: 18 AUGUST 2015 @ 10H00
VALIDITY 30 NOVEMBER 2015

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

7 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

8 Binding Offer

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

9 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;
- make no award at all.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

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 highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

RFQ FOR THE PROVISION OF: VEGETATION CONTROL
CLOSING VENUE: BLACKRIDGE
CLOSING DATE & TIME 27 AUGUST 2015 @ 10H00
VALIDITY PERIOD: 90 Business Days

SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1 EVALUATION CRITERIA

2 TRANSNET WILL UTILISE THE FOLLOWING CRITERIA [NOT NECESSARILY IN THIS ORDER] IN CHOOSING A SUPPLIER/SERVICE PROVIDER, IF SO REQUIRED:

Criterion/Criteria	Explanation
Phase1A: Administrative responsiveness	Completeness of response and returnable documents . Letter of Good Standing
Phase 1B: Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. . Provide Operators Certificates . Provide Personnel Operators Identification
Phase2: Pre Qualifying/Functionality	. Compliance to specification . Previous Work Experience
Final weighted evaluation based on 80/20 preference point	. Pricing and price basis [firm] . B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

3 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.
 This RFQ is valid until 30 November 2015.

4 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

5 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

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

- a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
Letter of Good Standing	

- b) 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 these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form 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	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A- B-BBEE Preference Claim Forms	
- Technical Submission/Questionnaire	

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

Respondent's Signature

Date & Company Stamp

SECTION 3 QUOTATION FORM

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations a fresh and/or having to accept any less favourable offer.

Price Schedule

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price	Total Price (ZAR)
1	Ground Maintenance	Per month	12		

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

Notes to Pricing:

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

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.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, 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:

Respondent's Signature

Date & Company Stamp

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet's website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

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

Transnet Operating Division	Unique Vendor Number	Yes / No

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). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
 Name _____

2 _____
 Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

 Respondent's Signature

 Date & Company Stamp

SECTION 4

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 Supply of the Goods 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 the 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:

Respondent's Signature

Date & Company Stamp

[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.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20__

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

SECTION 5

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 _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

RFQ FOR THE PROVISION OF VEGETATION CONTROL

.....
PERIOD OF 12 MONTHS

ANNEXURE A : 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

Respondent's Signature

Date & Company Stamp

- 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 an 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 **"grand 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 RFP 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	12
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 prerequisite 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.....

Respondent's Signature

Date & Company Stamp

(iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- 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.....

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

Respondent's Signature

Date & Company Stamp

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:

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

PROJECT SPECIFICATION

SPECIFICATIONS BLACKRIDGE 2015/2017

Total 213 000 m²

OLD HILTON LINE – BLACKRIDGE: Old Mainline to Sweetwater's Road- 205 000m²

WEEDSPRAYING 5000m² to be done per specified month

Start cutting from Broomfield Station towards mainline bridge. Areas are to be brush cut fence to fence on both sides, alternatively to the borderline or where this cannot be established, 20 meters either side of access roadway. This from the nearest house fence line, to Sweetwater's Road, on the Hilton side, to 20 meters from the rear fence of the nearest house to old Broomfield station, on the Pietermaritzburg side through to the Mainline. Two vacant plots are included (including one alongside Old Blackridge Station.) Fenced off areas **included:** Contractor to make **prior** arrangements with Mr. Heiko Bron, Cell: 082 904 0506 for access through gates. He will arrange for gates to be left unlocked or alternately supply contractor with a key for the duration of the period required. In residential areas – neighbours are not to be interfered with by staff. Contractors to supply their own water, food and litterbags. **Any dumping, littering, or poaching (setting of traps) or other activities, which could negatively impact on the area to be immediately reported to the Horticulturist. (Where possible identifying the source).** No excess material, e.g. nylon, containers, plastic bags etc. to be left on site. **Open land areas to be cut, at a maximum height of 12cm,** Herbicide to be applied in consultation with the Horticulturist by the contractor where required. Application by painting of Gallon and Diesel or spraying of Glyphosate (Round up) at registered rates.

Sweetwater's Road - Msunduzi boundary to Old Crossing (30 000m²). Cut grass and eradicate all alien vegetation from Sweetwater's Station to Mbulu Rd crossing (200 meters before Blackridge sign) from old access route to side of Sweetwater's Rd. All indigenous trees and grasses to be retained. Cut back, remove and eradicate all alien vegetation from gravel service access road to Sweetwater's Road. To be completed in first cut, follow ups to follow.

Sweetwater's Rd roadside through to Broomfield – vacant lands through residential area and on to mainline bridge. **The cutting of veld grass, small shrubs, herbaceous and**

other undesirable or unwanted plant growth fence to fence on all open and unutilized land. Open land areas to be cut at a maximum of 12cm.

Mechanical eradication of noxious weeds and spraying of re-growth with registered herbicides in consultation with Transnet Horticulturist, to be included in quoted price.

- **All litter/refuse on site to be collected at each cut and disposed of at a legal registered dump/landfill site. This specifically relate to the old Broomfield area at the end of Uplands road inclusive of riverine area.**

Old Broomfield Station to Mainline. **Eradicate all noxious weeds between Old Broomfield Station and Mainline Rail bridge long access route including the interleading vacant land and cut access road. Eradicate all Lantana, Gum, Wattle, Syringa, Bug weed, Mauritius Thorn, Robinia, and Sesbania using applicable herbicides.**

Triangle from the rail over access road bridge through to the forestry dept. firebreak ± 5000m, eradicate all alien vegetation. Cut and stack wood into brush lines. Retain all indigenous vegetation.

UPLANDS ROAD – Blackridge 3000 m2

Open Land:

The Brush cutting of veld grass, small shrubs, herbaceous and other undesirable or unwanted plant growth on open and unutilized land.

Also, cut alongside track up to fence nearest to mast pole no.169/13.

Area areas to be cut at a maximum of 12cm from rail track to Uplands Road and fence to fence on both sides.

Mechanical eradication of noxious weeds and alien trees and removal of branches.

Spray re-growth with registered Glyphosate herbicides. All to be included in quoted price.

SUNNYSIDE AREA. 86 000 m2.

The area is to be cut and alien vegetation removed between the Sunnyside Old Age Home and the Access Road (old Hilton line), from mast pole 172/6 south (Sweetwater Road Bridge) to Mast pole 171/22 north, both up and down sides of track. Eradicate and remove all non-indigenous vegetation. Cut and spray regrowth.

Included in this is the Sweetwater's Road/rail side of the access road past the Retirement Home from the Retirement Home fence to the track. Where no fence exists

cut 60 metres in from side of track, eradicates all noxious weeds, and treats regrowth with herbicide, Triclypyr and Glyphosate (e.g. Roundup and Gallon).

- 1) **83 500m²** -From Sweetwater's Road Old Age entrance, cut around the Sunnyside Old Age Home Fence through to the track along the fence of the Old Age Home. Cut from track to fence or 60 m from trackside where no fence exists on the Old Age Home side and from trackside to Old Hilton Line access roads on the Balloon side of the track.
- 2) **2750m²** Cut fence to fence and eradicate noxious weeds road side of track from Road over rail bridge (Mast pole 172/28 South (Celtis Rd) to end of platform 172/20 (North). 2750m²
All indigenous vegetation to be retained.

General Conditions

- Cut rake and remove all vegetative refuse to be disposed of at a legally registered dump/landfill site.
- March cut to be completed and invoice presented by 15th of March.
- The Work shall be completed in the allocated month from date the date written notification me/us of the acceptance of this tender.
- A penalty for late completion of R200.00 per calendar day will be payable in terms of clause 1 of the General Conditions of Contract.
- Payment will be made within 30 days after certification of the certificate of completion by Transnet Supervisor.
- ***MARCH (end of financial year) cuts – Invoices to be submitted in by the 15th of the month of March, in order for payment to be processed.***

A safety file needs to be submitted prior to commencement of contract. Inclusive of:

Reflective clothing being worn at all times, hard hats with visors and safety footwear are a necessary part of the requirements for machinery operators. Appointments e.g. certified first aider on site, Certificate- machine operators, safety plan, and name of site supervisor briefed as to job requirements.

CONTRACTOR TENDER PRICE PER CUT FOR GROUNDS MAINTENANCE

CONTRACTOR TO SUPPLY ALL THE NECESSARY MACHINERY AND LABOUR.

Report any unauthorized usage.

Each cut to comply with specs throughout the year. All areas have been shown to the contractors, excess grass cuttings and noxious weeds are to be removed to an official dumpsite.

The making of fires on Transnet property is strictly forbidden. Please contact (033) 897 2162 or Glenn at 072 844 7630 for any clarity required. All invoices to state name of area, purchase order number and date of completion, and be submitted to

Horticulturist, Boughton, and Pietermaritzburg and addressed to Transnet Freight Rail, Accounting office, P.O. Box 8621 Johannesburg 2000.

Inspection will take place in the first 10 working days of the following month. No payment will be released without inspection and certification having undertaken.

Prices are per cut, per specified month.

Payment will be effected within thirty (30) days of end of month in which the invoice is presented, and after inspection has been completed to the satisfaction of Transnet Representative.

It is the contractor's responsibility to maintain the relevant areas as per specs throughout the year.

Please note that the onus rests with the contractor to ensure that all contract documents are read and understood in full.

Invoice must state purchase order no. place and month when maintenance was done and be invoiced to Transnet Enviro Services. **Please date invoice for the day the maintenance is completed.**

Contractors to supply an email address or fax number in order that correspondence can be promptly dealt with.

Contractors working on or near roads must wear reflective clothing. In addition, hard hats with visors and safety footwear and reflective vests are necessary at all times, or Transnet Inspectors can order workers off the site.

Contractor to submit name and contact details of on-site DESIGNATED SUPERVISOR for the contract in writing and to notify Horticulturist in writing he/she is changed during the course of the contract

15 cuts – 2015/2017

TECHNICAL CRITERIA

Grounds Maintenance

Contractors to supply a highlighted summary addressing the below as part of their submission of tender documents. (Complete the next two pages and submit the relevant copies)

THE THRESHOLD TO QUALIFY WILL BE 65%

Prequalifying criteria	Specification	Points allocated
Technical ability	Ability of contractor to do and manage the work. Contractor to state e.g. types of relevant vehicles, machinery and equipment that they have on hand.	15
	Contractor to state where the company HQ is located.	5 Total max 20
Compliance to specification	Understanding of job requirements and application Contractor to state what equipment he intends using, period of time he envisages it taking using how many personal in order to complete the job cycle.	25
	Registered application rates of herbicides being used.	5 Total max 30
Key Personnel operators identification	Operator's certificates relevant to mechanically driven machinery and noxious weed control.	10
	First Aider (named) On site supervisor – named	5 10 Total max 25
Previous work experience	Relevant to vegetation control within TFR (vendor number/ contact details and period).	10
	4 years or more (Supply Project Managers contact details as reference)	15
	2-3 years	10
	1-2 years	05
	No experience	0 Total max 25

Contractor submission (to be completed by contractor and returned with document)

TECHNICAL ABILITY

The company has the following assets available relating to the contract:

	Amount
Vehicles	
Heavy-duty trucks,	
LDV's	
Machinery	
Brush cutters	
Chainsaws	
Lawnmowers	
Equipment	
Knapsack sprayers	
Firefighting gun	
Motorised sprayers	
Geographical	
Company head quarters (Physical Address)	

COMPLIANCE TO SPECIFICATIONS

Does the contractor understand what he is going to be required to budget for the contracted sites? How many personnel he intends using, what kind of equipment he envisages and over what period of time they estimate will be required in order to complete one monthly cycle.

Vehicles	number of operators	period of time per cycle
Heavy-duty trucks,		
LDV's		
Machinery		
Brush cutters		
Chainsaws		
Lawnmowers		
Equipment		
Knapsack sprayers		
Firefighting gun		
Motorised sprayers		
Herbicide	Registered application rate	
Glyphosate		
Triclopyr & diesel		

Contractor submission (to be completed by contractor and returned with document)

KEY PERSONNEL OPERATORS IDENTIFICATION

Supervisor

Name		
ID Number		
Contact details		
	No. of Staff certified	
Brush cutter operators certificate		Please attach copies
Chainsaws operator certificate		Please attach copies
Herbicide operator certificate		Please attach copies
Drivers licence code		Please attach copies

PREVIOUS WORK EXPERIENCE

<u>Transnet</u>			
<i>References,</i>	<i>Contact details</i>	<i>Vendors code</i>	<i>year</i>
1)			
2)			
Other organisation	<i>name</i>	<i>Contact details</i>	<i>Year</i>
<i>Name of company</i>			
<i>Reference person</i>			
Name of company			
<i>Reference person</i>			
Name of company			
<i>Reference person</i>			