

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-VEG-22158

**FOR THE PROVISION OF: VEGETATION CONTROL / GRASS CUTTING BETWEEN
TARENTAAL-FOSCHVILLE AND FOSCHVILLE- RAATHSVLEI FOR A PERIOD OF 2
MONTHS**

Issue Date : 02 August 2016
Briefing Session Date : 12 August 2016
Briefing Session (Compulsory): Venue & Time
Corner Keswick & Stores Street
Germiston
Infra Depot
(Time: 11h00) AM
CLOSING DATE : 16 August 2016
CLOSING TIME : 10H00 AM
VALIDITY DATE : 19 December 2016

**PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING; ALSO MAKE SURE
THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE.**

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN ONE
ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH THE TENDER NUMBER AND
THE CLOSING DATE.**

**As a general, Transnet may also not award business to any bidders not registered on
the CSD. All prospective suppliers wanting to conduct business with organs of state
are to register on the CSD by accessing www.csd.gov.za**

SECTION 1

NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: Hand deliver or courier
CLOSING VENUE: The Secretary Acquisition Council, Ground Floor, Tender box. Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001

1 Responses to RFQ

Responses to this RFQ [Quotations] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

Respondents are required to complete Annexure A [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.

2.1 COMMUNICATION

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Mpho Sito Email: mpho.sito@transnet.net
Telephone: 011 584 1068

Respondents may also, at any time after the closing date of the RFQ, communicate the following individuals on any matter relating to its RFQ response:

Name	Email address	Telephone	Fax
Lolo Sokhela	Lolo.sokhela@transnet.net	011 544 9494	011 774 9189

Thuli Mathebula	Thuli.mathebula@transnet.net	011 544 9497	011 774 9129
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3 Legal Compliance

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

4 Changes to Quotations

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

5 Pricing

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

6 Prices Subject to Confirmation

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

7 Binding Offer

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

8 Disclaimers

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 ;
or
- 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.

9 Specification/Scope of Work

- 1.1 This contract covers the once off cutting and removal of vegetation between Tarentaal to Fochville and Fochville to Taathsvlei stations for Vereeniging depot Engineer.
- 1.2 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures are in accordance with his/her tender.
- 1.3 The Contractor 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. DEFINITIONS

2.1. CONTROL

Control is achieved when all existing vegetation:.

- Has been cut and removed
- Has been removed from site to a site indicated by the TFR supervisor.
- There are no remains of any vegetation within the treated area.

3. SUFFICIENCY OF TENDER

- 3.1. A site Inspection Certificate (E4A) signed by the TFR supervisor or his/her deputy, must be submitted with the tender and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

4. COMPLIANCE WITH STATUTES

- 4.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;
 - a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.

- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- 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) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- k) The Occupational Health and Safety Act (Act 85 of 1993)
- j) The National Veld and Forest Fire Act (Act101 of 1989)

5. GENERAL

Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible. Transnet Freight Rail **may** conclude one or more contracts as a result of this tender.

6. TO BE PROVIDED BY THE CONTRACTOR

- 6.1 In addition to all labour materials, plant equipment and incidentals needed to complete the work; the Contractor shall provide all accommodation and toilet facilities for his/her employees.
- 6.2 The Contractor 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.
The Contractor 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.
- 6.3 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching traffic
- 6.4
- 6.5 All employees employed by the contractor shall wear reflective clothing during the execution of the work to enhance their visibility

7. SCHEDULE OF QUANTITIES AND PRICES

- 7.1 The Schedule of Quantities and Prices depicts the location of all sites to be cleared. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.
- 7.2.1 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.
- 7.2.2 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated.

8. EVALUATION OF TENDERS

- 8.1 Tenderers may submit alternatives to the methods of vegetation control described herein. Such alternatives as well as the materials, methods which the Contractor propose to use, programs and Transnet Freight Rail resources for the Contract, will be considered during evaluation of tenders.

9. SITE BOOKS

- 9.1 The Site Instruction Book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".
- 9.2 The site diary 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 Contractor and Technical Officer 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 which cannot be substantiated by reference to the site diary will not be considered.
- This site diary shall serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.
- 9.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.
- 9.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Day Book".

10. SITE MEETINGS

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

11. INFORMATION TO BE PROVIDED WITH TENDER

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

- 11.1 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.
- 11.2 Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.
- 11.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- 11.4 The Schedule of Quantities and Prices must be completed in full.

12. METHOD OF VEGETATION CONTROL

- 12.1 The Contractor's method and programme shall provide rapid and effective control of vegetation between Tarentaal to Fochville and Fochville to Raathsvlei stations.
- 12.4 Burning will not be allowed under any circumstances as a means of control. The making of fires on site is also strictly prohibited.

13. STANDARDS OF WORKMANSHIP

- 13.1 Standard of vegetation control;

The sites, i.e. Tarentaal to Fochville and Fochville to Raathsvlei stations, must be clear of all vegetation and there may be no remains of vegetation left on site.

- 13.2 Manual Removal of Vegetation.

For this contract, the Contractor should timeously familiarize 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.

14. PROGRAMME OF WORK

- 14.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 1 week from the date of notification by Transnet Freight Rail of the acceptance of this tender.

Transnet Freight Rail requires that the work programme be completed within 1 week from the date of notification.

- 14.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:

- 14.2.1 An assessment based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.

- 14.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract.

- 14.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:

- Ascertaining the nature of vegetation infestation and factors that could influence the work.
- Monitoring the standard of vegetation eradication achieved.

- Identifying any damage or hazards, which may have been caused by the vegetation cutting and removal operation.
- Planning of timeous execution of remedial work where control is not being achieved.

14.4 The program shall be based on the quantities and number of sites in the Schedule of Quantities and Prices.

15. PERFORMANCE MONITORING AND EVALUATION

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

15.2 The Technical Officer shall at any time during the term of the contract carry out routine inspections of the Contractor's performance, methods and procedures.

15.3 The Technical Officer will inform the Contractor in writing in advance of payment inspection and will arrange the transport such that adequate space and time is available for the purpose of the inspection.

This inspection shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

The rejection by the Technical Officer of work performance may be contested by the Contractor only at the time and place of rejection.

17. DAMAGE TO FAUNA AND FLORA

17.1 The Contractor 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 controlled. The Contractor shall take the presence of drainage works within substations and relay room or depots into account and shall ensure that no water-borne movement of herbicides is possible.

17.2 The Contractor 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 Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

17.3 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 Contractor 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 property or as part of Transnet refuse.

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

18. DURATION

Vegetation control is for a period of **2 month** from the date of notification of acceptance of tender.

19. MEASUREMENT AND PAYMENT

- 19.1 Payment will be based on the on grass cutting work done on Tarentaal to Fochville and Fochville to Raathsvlei station as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause 2.1.
- 19.2 No payment will be made for rejected work where control achieved does not meet the standards of control specified.
- 19.3 Inspection and payment will be as follows:

On completion of the work a full inspection of the work will be carried out and the contractor paid for acceptable work according to and as stipulated in the Schedule of prices.

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 PROVISION OF: VEGETATION CONTROL / GRASS CUTTING BETWEEN
TARENTAAL- FOSCHVILLE AND FOSCHVILLE – RAATHSVILLE FOR A PERIOD OF 2 MONTHS
CLOSING VENUE: THE SECRETARY ACQUISITION COUNCIL, GROUND FLOOR, TENDER BOX, INYANDA
HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG, 2001**

CLOSING DATE & TIME: 16 August 2016

VALIDITY PERIOD: 90 Business Days

preview copy

CLAUSE BY CLAUSE COMPLIANCE SCHEDULE

The compliance response is to contain ONLY the following statements, "Noted", "Comply", "Partial Compliance" or "Do not comply".

Noted is to be applied against statements and either of the other responses for other clauses.

Where either "Partial Compliance" or "Do not comply" are applied, remarks as to the reason for the deviation from the requirement are required.

FAILURE TO COMPLETE THIS FORM WILL AUTOMATICALLY WILL RESULT IN YOUR OFFER BEING DISQUALIFIED.

Clause	Description	Comply or Do not comply	Reason for Deviation
4.1	<p>The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts:</p> <ul style="list-style-type: none"> a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended. b) The Hazardous Substance Act (Act 15 of 1973) as amended. c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable). d) The Environmental Conservation Act (Act 73 of 1989). e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste". g) Common law of nuisance. h) Mountain Catchment Area Act (Act 63 of 1970). i) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993). k) The Occupational Health and Safety Act (Act 85 of 1993) j) The National Veld and Forest Fire Act (Act 101 of 1989) 		
5.	<p>GENERAL</p> <p>Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible. Transnet Freight Rail may conclude one or more contracts as a result of this tender.</p>		

6.	<p>TO BE PROVIDED BY THE CONTRACTOR</p> <p>6.1 In addition to all labour materials, plant equipment and incidentals needed to complete the work; the Contractor shall provide all accommodation and toilet facilities for his/her employees.</p> <p>6.2 The Contractor 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.</p> <p>The Contractor 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.</p> <p>6.6 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching traffic.</p> <p>6.7 All employees employed by the contractor shall wear reflective clothing during the execution of the work to enhance their visibility.</p>		
7.	<p>SCHEDULE OF QUANTITIES AND PRICES</p> <p>7.1 The Schedule of Quantities and Prices depicts the location of all sites to be cleared. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.</p> <p>7.2.3 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.</p> <p>7.2.4 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated.</p>		

9.	<p>SITE BOOKS</p> <p>9.1. The Site Instruction Book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".</p> <p>9.2. The site diary 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 Contractor and Technical Officer 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 which cannot be substantiated by reference to the site diary will not be considered.</p> <p>9.3. This site diary shall serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.</p> <p>9.4. Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.</p> <p>9.5. Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Day Book"</p>		
10.	<p>SITE MEETINGS</p> <p>The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.</p>		
11.	<p>INFORMATION TO BE PROVIDED WITH TENDER</p> <p>The Tenderer shall submit the following information at the time of tendering:</p> <p>11.1. 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.</p> <p>11.2. Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.</p>		

	<p>11.3. Proof of inspection of all sites on the enclosed Site Inspection Certificate.</p> <p>11.4. The Schedule of Quantities and Prices must be completed in full.</p>		
12.1	<p>METHOD OF VEGETATION CONTROL</p> <p>12.1.The Contractor's method and programme Shall provide rapid and effective control of vegetation between Tarentaal to Fochville and Fochville to Raathsvlei stations.</p>		
12.4.	<p>Burning will not be allowed under any circumstances as a means of control.</p> <p>the making of fires on site is also strictly prohibited</p>		
13.	<p>STANDARDS OF WORKMANSHIP</p> <p>13.1 Standard of vegetation control; The sites,i.e.Tarentaal to Fochville and Fochville to Raathsvlei stations, must be clear of all vegetation and there may be no remains of vegetation left on site.</p> <p>13.2. Manual Removal of Vegetation. For this contract, the Contractor should Timeously familiarize 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.</p>		

14.	<p style="text-align: center;">PROGRAMME OF WORK</p> <p>14.1. The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 1 week from the date of notification by Transnet Freight Rail of the acceptance of this Tender.</p> <p>Transnet Freight Rail requires that the work programme be completed within 1 week from the date of notification.</p> <p>14.2. The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:</p> <p>14.2.1 An assessment based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.</p> <p>14.2.2. The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract.</p> <p>14.3. The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:</p> <ul style="list-style-type: none"> • Ascertaining the nature of vegetation infestation and factors that could influence the work. • Monitoring the standard of vegetation eradication achieved. • Identifying any damage or hazards, which may have been caused by the vegetation cutting and removal operation. • Planning of timeous execution of remedial work where control is not being achieved. <p>14.4. The program shall be based on the quantities and number of sites in the Schedule of Quantities and Prices.</p>		
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15.	<p>PERFORMANCE MONITORING AND EVALUATION</p> <p>15.1. The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.</p> <p>15.2. The Technical Officer shall at any time during the term of the contract carry out routine inspections of the Contractor's performance methods and procedures.</p> <p>15.3. The Technical Officer will inform the Contractor in writing in advance of payment inspection and will arrange the transport such that adequate space and time is available for the purpose of the inspection. This inspection shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.</p> <p>The rejection by the Technical Officer of work performance may be contested by the Contractor only at the time and place of rejection.</p>		
10.	<p>DAMAGE TO FAUNA AND FLORA</p> <p>17.1. The Contractor 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 controlled. The Contractor shall take the presence of drainage works within substations and relay room or depots into account and shall ensure that no</p>		

	<p>water-borne movement of herbicides is possible.</p> <p>17.2. The Contractor 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 Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.</p> <p>17.3. 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.</p> <p>The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.</p> <p>Containers and residual material shall not be disposed of on Transnet property or as part of Transnet refuse.</p> <p>The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.</p>		
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Company Name: _____

Name of Signatory: _____ Signature: _____

RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : Transnet Frieght Rail,
GERMISTON, Corner Keswick and Stores Street
Infra Depot

Time : 11H00

Date : 12 August 2016

The briefing session and site inspection meeting are compulsory and companies not attending **will be overlooked** during the tender awarding process.

2.1 ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender Briefing in respect of the proposed:

•
TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE
DATE : DATE

Company Email address: -----

Telephone Number : -----

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

10 EVALUATION CRITERIA

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

Criterion/Criteria	Explanation
Administrative responsiveness	<p>Completeness of response and returnable documents</p> <ul style="list-style-type: none"> Letter of Good Standing
Substantive responsiveness (Mandatory)	<ul style="list-style-type: none"> Compliance to specification declaration (Clause by Clause statement) Valid PCO (Pest Control Operator) Certificate Valid Operator Brush Cutter Certificate List of registered herbicides to be used in the work, supported by full specimen labels (List in Table Format) Valid Operator chain saw certificate
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> 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.

11 Validity Period

Transnet desires a validity period of 90 [Ninety] Business Days from the closing date of this RFQ.
This RFQ is valid until **19 DECEMBER 2016**

12 Disclosure of Prices Quoted

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

YES ☐ NO ☐

13 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	
SECTION 2 : Evaluation criteria and list of returnable documents <ul style="list-style-type: none"> • Compliance to specification / declaration (Clause by Clause statement) • Valid PCO (Pest Control Operator) Certificate • Valid Operator Brush Cutter Certificate • List of registered herbicides to be used in the work, supported by full specimen labels (List in Table Format) • Valid Operator chain saw certificate 	

- 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 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 Points Claim Form	

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.

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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/services 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 Quotation afresh and/or having to accept any less favourable offer.

Price Schedule

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

Item	Description	Unit	Quantity	Rate	Total
1	Cutting and removal of grass 56km (Length) x 4m (Width)	m ²	224 000	R.....	R.....
<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%) rotate(-45deg); font-size: 100px; color: red; opacity: 0.5;"> Preview copy </div>					TOTAL PRICE EXCLUDING VAT: R.....
					VAT: R.....
					TOTAL PRICE INCLUDING VAT: R.....

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

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- 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.

Respondent's Signature

Date & Company Stamp

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:

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
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). 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: _____

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 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.

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

COMPANY EMAIL ADDRESS: _____

CONTACT NUMBER: _____

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.

INTRODUCTION

A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.

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.

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.

GENERAL DEFINITIONS

"all applicable taxes" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

"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;

"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;

"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];

"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;

"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;

"contract" means the agreement that results from the acceptance of a bid by Transnet;

"EME" means any enterprise with an annual total revenue of R5 [five] million or less;

"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;

"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;

"non-firm prices" means all prices other than "firm" prices;

"person" includes reference to a juristic person;

"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;

"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;

"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;

"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

"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.

ADJUDICATION USING A POINT SYSTEM

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.

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.

Points scored will be rounded off to 2 [two] decimal places.

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.

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.

Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

In terms of Regulation 5(2) and 6(2) 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

Bidders who qualify as EMEs in terms of the B-BBEE Act 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.

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.

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.

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.

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.

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.

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.

B-BBEE STATUS AND SUBCONTRACTING

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 an Accounting Officer as contemplated in the Close Corporation Act.

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