

**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No ERACSG528-23527**

**FOR THE PROVISION OF: CUTTING OF GRASS AND OTHER RELATED OPERATIONS AT VRYHEID EAST AND SURROUNDING AREAS FOR A PERIOD OF TWO YEARS.**

**FOR DELIVERY TO: VRYHEID EAST MARSHALLING YARD**

**ISSUE DATE: 20 MARCH 2017**

**CLOSING DATE: 11 APRIL 2017**

**CLOSING TIME: 10:00**

**VALIDITY PERIOD: 90 BUSINESS DAYS**

**VALIDITY DATE: 23 AUGUST 2017**

**BRIEFING SESSION**

**DATE: 30 MARCH 2017**

**PLACE: NO. 4 KIEWIET STREET, MALAHLE HOUSE, EMPANGENI,  
BOARDROOM 252**

**TIME: 10:00 AM**

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**SECTION 1: NOTICE TO BIDDERS****1 Invitation to bid**

<b>DESCRIPTION</b>	<b>Provision of Cutting of grass and other related operations at Vryheid East and surrounding areas for a period of two years. [the Service]</b>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>This bid may be downloaded free of charge directly from the National Treasury e-Tender portal: <a href="http://www.etenders.gov.za">www.etenders.gov.za</a></p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between <b>09:00</b> and <b>15:00</b> from <b>[20 March 2017]</b> until <b>[29 March 2017]</b>.</p> <p>This RFQ may be picked up from the following address: <b>Tender Office, No. 4 Kiewiet Street, Malahle House, Empangeni</b></p>
<b>TENDERS COLLECTED FROM NT PORTAL: IMPORTANT INFORMATION</b>	<p>If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by <b>[29 March 2017]</b> by sending an email with their contact details to the following address: <b><a href="mailto:Yogeshnie.Gengan@transnet.net">Yogeshnie.Gengan@transnet.net</a></b>. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p><b>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</b></p>
<b>BID FEE AND BANKING DETAILS</b>	<p>R250.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.</p>
<b>COMPULSORY BRIEFING SESSION</b>	<p>A compulsory pre-proposal RFQ briefing will be conducted at No. 4 Kiewiet Street, Malahle House, Empangeni, Boardroom 252 on the <b>30 March 2017</b>, at 10:00 for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.</p> <p><i>1.1. A Certificate of Attendance set out in Section 7 hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.</i></p> <p><i>1.2. Respondents failing to attend the compulsory site meeting and/or RFQ briefing will be disqualified.</i></p>
<b>CLOSING DATE</b>	<p><b>10:00 on Tuesday 11 April 2017</b></p> <p>This tender shall close punctually at the following address: <b>The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.</b></p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

<b>VALIDITY PERIOD</b>	<p><b>90 Business Days from Closing Date.</b>  <b>End of validity period: 23 August 2017</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
<b>SUPPLIER REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</b>	<p>In terms of paragraph 3 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016,  Transnet must ensure that</p> <p>3.1.1 Suppliers are registered on the Central Supplier Database [CSD] before any procurement related activities commences;  3.1.2 The CSD can be used as the single on only list of prospective suppliers for Transnet</p> <p>Furthermore, according to paragraph 5.6  5.6 Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.</p> <p>Please ensure that you register your company on the CSD by following these steps:</p> <p>Step 1: Access the CSD site on <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>  Step 2: Register a new CSD account  <a href="https://secure.csd.gov.za/Account/Register">https://secure.csd.gov.za/Account/Register</a>  Step 3: Receive an activation email and click activate account  Step 4: Activate account by requesting and entering the OTP  Step 5: Log in the CSD  Step 6: Complete supplier identification information  Step 7: Complete contact information  Step 8: Complete address information  Step 9: Complete bank account information  Step 10: Complete tax information  Step 11: Complete directors/members information (if non-CIPC company)  Step 12: Complete associations (if relevant)  Step 13: Complete commodities information  Step 14: Complete B-BBEE information (future phase)  Step 15: Maintain users  Step 16: Complete notification information  Step 17: Complete accreditations  Step 18: Click on submit  Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated</p>

## 2 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.

## 3 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 explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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.



- 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;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

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 and/or place the Respondent on Transnet's list of Restricted Suppliers.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Should 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.

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

Transnet reserves the right to lower the threshold for Technical from 60% to 50% if no Bidders pass the predetermined minimum threshold.

**11 Specification/Scope of Work**

Refer to Annexure A for the Scope of Requirements

**12 Legal review**

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

**13 Security clearance**

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

**14 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ Unique registration reference number: \_\_\_\_\_.

**15 Tax Compliance**

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

**15.1 New Tax Compliance Status (TCS) System**

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: \_\_\_\_\_  
Tax Clearance Certificate & TCC Number: \_\_\_\_\_ and PIN: \_\_\_\_\_.

### 15.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

### 16 Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

**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 cutting of grass and other related operations at Vryheid East and surrounding areas for a period of two years.

**Returnable Document**

**RFQ FOR THE PROVISION OF: CUTTING OF GRASS AND OTHER RELATED OPERATIONS AT VRYHEID EAST AND SURROUNDING AREAS FOR A PERIOD OF TWO YEARS**  
**CLOSING VENUE: THE SECRETARY, TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN**  
**CLOSING DATE & TIME: 11 APRIL 2017 AT 10:00 A.M. IN TENDER BOX**  
**VALIDITY PERIOD: 90 (BUSINESS DAYS)**

**SECTION 2: EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 Evaluation Criteria**

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	<ul style="list-style-type: none"> <li>• Completeness of response and returnable documents</li> <li>• Submission of Mandatory Documents / Schedules</li> <li>• Submission of Essential Documents / Schedules</li> <li>• Submission of Other Documents / Schedules</li> <li>• All pages of the tender submission is signed by the Bidder/Respondent</li> </ul>
<b>Substantive responsiveness</b>	<ul style="list-style-type: none"> <li>• Prequalification criteria, if any, must be met and</li> <li>• Validity of Mandatory Documents / Schedules</li> <li>• Pricing Schedule Submitted and all items on Pricing Schedule Priced</li> <li>• 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.</li> </ul>
<b>Functionality Threshold</b>	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 60%.</p> <p>Health and Safety (10%)  Environmental Assessment (15%)  Risk Assessment (20%)  Technical Capacity/Resources (35%)  Programme Schedule (20%)</p> <p>The above mentioned criteria's will be considered as part of the technical evaluation[complete Annexure B Technical Questionnaire]</p>

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

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

**Returnable Document**

<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• 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 Section 6: B-BBEE Preference Points Claim Form.</li> </ul>
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**2 Validity Period**

Transnet desires a validity period of **90 [Ninety] Business Days** from the closing date of this RFQ.

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

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until **23 August 2017**.

**3 Disclosure of Prices Quoted**

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

**4 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:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 : Quotation Form	
ANNEXURE B : Duly Completed Technical Submission/Questionnaire	

RFQ for the Provision of cutting of grass and other related operations at Vryheid East and surrounding areas for a period of two years.

**Returnable Document**

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 7 : Certificate of attendance of compulsory RFQ Briefing	

b) **Essential Returnable Documents**

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

**Essential Returnable Documents required for evaluation purposes:**

*Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.*

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

<b>ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	

**Other Essential Returnable Documents:**

*Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.*

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

<b>OTHER ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 4: Certificate of Acquaintance with RFQ Documents	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 6: B-BBEE Preference Points Claim Form	
ANNEXURE A: Scope of Requirements	

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

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

**Returnable Document****5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its 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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Respondent's Signature

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Date & Company Stamp

**Returnable Document****SECTION 3: QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT**

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 afresh 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 – Vryheid East" basis, excluding VAT:

Item No	Description of Goods /Services	Reference Clause	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
C.1	Cutting of Grass	B.6.1	Ha	175.44		
C.2	Chemical Treatment of Verges	B.6.2	meter	33600		
C.3	Clearing of Trees	B.6.3	each	2320		
C.4	Chemical Treatment of Road signs	B.6.4	each	576		
C.5	Pruning of trees	B.6.5	each	25		
C.6	Tree Felling	B.6.6				
	Trees ≤100mm in diameter	B.6.6	each	170		
	Trees ≥100mm in diameter	B.6.6	each	8		
C.7	Day work During normal working hours	B.6.7				
	Supervisor	B.6.7	Hour	10		
	General worker	B.6.7	Hour	70		
<b>TOTAL PRICE, exclusive of VAT:</b>						
<b>VAT (if applicable)</b>						
<b>Total Inclusive of VAT (where applicable)</b>						

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

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

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

**Returnable Document****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.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- d) Bidders are advised that they take responsibility for submitting quotations that are correct and without any arithmetical errors. All line items must reflect the correct unit price and total price, after taking into account the quantity. The sum of all line items must correctly reflect the total of all line items, without VAT and including VAT. Transnet may disqualify bidders that submit bids with arithmetical errors.
- e) Pricing Schedule submitted and all items on Pricing Schedule to be priced
- f) Prices must be quoted on a fixed price basis, including transport and establishment cost to Vryheid East, as specified on the first (cover) page of the RFQ document

**SECTION 4: CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

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

1. Transnet’s General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet*
3. Transnet’s Supplier Integrity Pact*
4. Non-disclosure Agreement*
5. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading “Existing vendors”.
<b>Respondents are to note that the documents marked with a “*” are available on request or at the Transnet website (<a href="http://www.transnet.net">www.transnet.net</a>). Please click on “Business with Us”, proceed to the tab “Tenders” and then click on “Standard Bid Documents”.</b>

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

<b>Transnet Operating Division [e.g. TFR, TE, etc.]</b>	<b>Vendor Number</b>	<b>Information still current [tick if applicable]</b>	<b>Information change [indicate detail of change/s &amp; attach appropriate proof]</b>

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

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

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

RFQ for the Provision of cutting of grass and other related operations at Vryheid East and surrounding areas for a period of two years.

**Returnable Document**

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

**SECTION 5: 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:

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

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

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 _____

**SECTION 6: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 **Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

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

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

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- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"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 or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"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;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary Supplier's assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;
- (r) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"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
- (t) **"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 will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

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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 must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE****4.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership**. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual return. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).

5.3 **QSEs that are at least 51% Black owned or higher 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.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.

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- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 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.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-Supplier is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

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9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Supplier may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

RFQ for the Provision of cutting of grass and other related operations at Vryheid East and surrounding areas for a period of two years.

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WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

RFQ for the Provision of cutting of grass and other related operations at Vryheid East and surrounding areas for a period of two years.

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**SECTION 7: 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 \_\_\_\_\_

## **ANNEXURE A: SCOPE OF REQUIREMENTS**

### **PROJECT SPECIFICATION**

#### **A: GENERAL**

##### **A.1 SCOPE OF WORK**

This contract covers the following work in Vryheid East Marshalling Yard: -

- Cutting of grass alongside the roadway.
- Chemical control of grass alongside the roadway.
- Clearing of grass from around established trees.
- Clearing of grass from around road signboards.
- Clearing of the cut grass from the drains.
- Cutting of grass at Provincial Road junctions.
- Pruning of trees alongside the roadway
- Removal of all cut vegetative matter from side drains and on the roadway
- Tree felling
- Grass cutting at the Dumbe Depot ( Paul Pietersburg)

##### **A.2 SCHEDULE OF QUANTITIES AND PRICES**

The quantities shown in the schedule are estimated and may be more or less than stated. The schedule is to be completed in Black Ink and all items are to be priced.

##### **A.3 VALUE ADDED TAX**

VAT at the ruling percentage shall be paid separately by Transnet Freight Rail on an add-on basis on the value of work paid. Proof of VAT registration is to be submitted with the tender.

##### **A.4 MANAGER**

For the purpose of this contract, the "Manager" shall be the Depot Engineer, Infrastructure Maintenance, Vryheid or any person lawfully designated by him to act in that capacity.

##### **A.5 CONTRACT PERIOD**

The contract period shall be twenty four (24) months commencing from award of Contract.

##### **A.6 ORDER AND PRIORITY OF WORK**

A.6.1 During the contract period, it is envisioned that the grass will be cut twelve (12) times in the Vryheid East Marshalling yard area and Dumbe Depot (Paul Pietersburg).The time of cutting will be dependent on the amount of plant growth that has occurred. Cutting is to be done once every six weeks, except between the months of June, July and August.

A.6.2 The treatment of curbstones and verges will take place Four (4) times during the contract period. This treatment to be done during the active growing season, and in the months of October and February of each year.

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- A.6.3 The clearing of grass around trees is envisioned to take place Four (4) times during the contract period. The Supplier is to do this at the beginning of the contract period, after the first cut and September of the second year.
- A.6.4 The chemical treatment of all Road Sign poles is to take place Four (4) times during the contract period. This treatment to be done during the active growing season, and in the months of October and February of each year.
- A.6.5 Trees to be pruned once yearly during contract period to coincide with cutting of grass during the month of September. Trees to be pruned after the grass have been cut.
- A.6.6 The work listed in A.10.1 – A.10.4 is to be completed within ten working days (10) after commencement of the work.

**A.7 CONTRACT PRICE ADJUSTMENT**

- A.7.1 A contract price adjustment factor to be determined in accordance with the formula described in A.8.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the sub mission of tenders and before the date of completion. The factor shall be rounded off to six decimal places.
- A.7.2 The contract price adjustment factor shall be: -

$$(1 - x) \left( 0,60 \frac{L_t}{L_o} + 0,15 \frac{M_t}{M_o} + 0,25 \frac{D_t}{D_o} - 1 \right)$$

Where **x = 0,15 and**

**L<sub>o</sub>, M<sub>o</sub> and D<sub>o</sub>** are respectively labour, material and petrol fuel indices ruling for the calendar month two (2) month prior to closing date of the tender;

**L<sub>t</sub>, M<sub>t</sub> and D<sub>t</sub>** are respectively labour, material and petrol fuel indices ruling for the calendar month two (2) months prior to the date of measurement.

- A.7.3 The indices to be used shall be those for the Consumer Price Index as obtained from the monthly Statistical News Release published by STATS South Africa.
- A.7.3.1 L<sub>o</sub> and L<sub>t</sub> shall be the labour indices for Kwa-zulu Natal, other Urban areas (PO 141.1 Table A).

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- A.7.3.2 Mo and Mt shall be the price indices for material, item chemical products in table 1 (PO 142, Table 2)
- A.7.3.3 Do and Dt shall be the price indices of "Diesel " (P0 151 Table 4).
- A.7.4 When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.
- A.7.5 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.
- Correction in terms of clause A 8.4 will not be subject to further price adjustment.
- Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the measurement month.
- A.7.6 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.
- A.7.7 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.

**A.8 PENALTIES**

Penalties for work not according to specification in this document will be as follows:

**A.8.1 Grass Cutting**

A penalty of R100-00 per working day for each day where the grass has not been cut, after a ten (10) working day period since notification to cut is issued. Working days defined as being Mondays to and including Fridays, but excluding any statutory or public holidays that may fall in this period.

**A.8.2 Chemical Control**

A penalty of R10-00 per day per meter, when 10 days after spraying has been completed, the vegetation is still growing and control has not been achieved.

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**A.8.3 Clearing of Trees**

A penalty of R50-00 per tree for all trees not cleared after fourteen (14) days of instruction for trees to be cleared.

**A.8.4 Treatment of Road Signs**

A penalty of R50-00 per sign for each sign where control has not been achieved as per specification after 14 days of instruction for signs to be treated.

**A.8.5 Tree pruning**

Penalty of twice the rate charged per tree per day where the pruning is not completed after a five (5) working day period after completion of cutting of grass in September of each year, or the period when grass cutting takes place closest to September.

**A.8.6 Tree felling**

A penalty of twice the rate charged per tree felled per day where the felling is not completed after (5) working day period from day of notification to cut the tree.

**A9. TO BE PROVIDED BY THE SUPPLIER**

A9.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work; the Supplier shall provide all accommodation and toilet facilities for his/her employees.

A9.2 The Supplier 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 Supplier 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.

A9.3 The Supplier shall provide his/her employees with high visibility garments. The high visibility garments are to be worn by the employees at all times when on site.

**A.10 DAYWORKS**

**A.10.1** The Project Manager may order any additional or substituted work be executed on a day work basis. For work so ordered and executed, the Supplier shall be paid in accordance with the day works schedules and at the rates and prices quoted by him in the Schedule of Quantities and Prices.

**A.10.2** The Supplier shall submit to the Project Manager by Tuesday of each week, a detached statement in triplicate, covering the work done on a day works basis during the preceding week up to midnight on Saturday. This statement shall show the actual time worked, the

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rates of pay, the actual amounts earned by the workmen and the material and plant used on the work. It shall be counter-signed the Project Manager and shall be the sole source of information used to calculate payments due for such work.

**A.10.3** No work is to be carried out as a charge to day works without prior written authority from the Project Manager. No payment will be made for such work if the abovementioned condition is not adhered to. Provisional items for day works are included in the Schedule of Quantities and Prices, which shall form part of the total tendered price of the contract. Rates tendered shall include the cost of transporting employees to the place of work as well as the use of the Supplier's hand tools, supervision and for any disruption or inconvenience that may arise.

**B. PROJECT SPECIFICATION**

**B.1 SCOPE**

Further to Clause A.1 of this specification the following is also to take place:

- B.1.1 Cutting of grass alongside the roadway.
- B.1.2 Chemical control of grass alongside the roadway.
- B.1.3 Clearing of grass from around established trees.
- B.1.4 Clearing of grass from around road signboards.
- B.1.5 The clearing of all vegetative matter in side drains and within the tarred surface by chemical means and other.
- B.1.6 Provincial road junctions into Vryheid East from the R34 (Vryheid – Melmoth road) and R601 (Vryheid – Hlobane road).
- B.1.7 Pruning of trees and dispose of vegetative matter from site.
- B.1.8 Tree felling
- B.1.9 Grass cutting at Dumbe Depot ( PaulPietersburg)

**B.2 DEFINITIONS**

**B.2.1 Areas**

The areas to be cut are defined as per Annexure A1 and A2 attached. The areas are measured from the edge of the roadway.

**B.2.2 Roadway**

The roadway being all tarred roads that may or may not include a curb.

**B.2.3 Side drains**

Side drains being all drainage channels created due to the erection of curbstones, and any other drainage channel within the areas that are to be cut.

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**B.2.4 Provincial Road Junctions**

The grass is to be cut on the LHS and RHS of the road coming out of Vryheid East as indicated in Diagram 2.

**B.2.5 Pruning**

B.2.5.1 Removal of side branches from existing tree flush with the tree trunk, not more than 10mm cut branch should be left on the tree trunk.

B.3.1 The Supplier shall be responsible for the supply and safe storage of all material required to complete the work. The Supplier shall submit for the approval of the Project Manager details of herbicides or any chemicals he may intend using.

B.3.2 The Supplier shall take cognizance of all agricultural and environmental factors, which may be affected by the use of any chemical, and he shall take all necessary precautions to ensure safe and effective use thereof.

Notwithstanding the Project Manager's approval for the use of any type of chemical substance, the Supplier shall be solely responsible for any damage whatsoever that may arise through its use.

The Supplier is to use a chemical which active ingredient is glyphosate, and to be applied at the recommended dosage rates for use along road verges and curb.

**B.4 CONSTRUCTION**

Further to what is stated in clause B.1 of the specification, maintenance of grassed areas may normally be required on the side slopes of embankments and / or cuttings. The Supplier shall make due allowance for work being carried out on steep slopes.

**B.4.1 Sign boards**

Placement of road signboards warning traffic of grass cutting and tree felling during execution of work must be placed at least 50m from where the work is taking place. The signs to be placed and visible to traffic from both directions.

**B.4.2 Grass cutting**

Grass to be cut down to a height not exceeding 100 mm.

**B.4.3 Tree pruning**

Shape and prune branches that obstruct motorists view at intersections and which encroach into the road.

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Trees to be pruned of side branches to a height of 2.5m above ground level and not more than 10mm of cut branches on the trunk/stem must remain.

**B.4.4 Chemical control**

B.4.4.1 The Supplier is to apply an application of a chemical herbicide which active ingredient is glyphosate, or any other product with the same effectiveness subject to approval of the Project Manager to all road signs and verges as the Specified in B.1.2 and B.1.4.

B.4.4.2 The road verge and curbing will be sprayed so as to have effective control along the entire length for a width of not less than 100 mm and not more than 150 mm. Acceptable control will be when there exist no grass growth within the tar, curbing and no actively growing grass for a width of 100 mm from the edge of the curb or the edge of the roadway.

**B.4.5. Clearing of Trees**

The grass is to be cleared for a diameter of 1 meter around each tree. The areas will be acceptable when there exists no vegetation within this area. The area is to be cleared so as to form a bowl shape around each tree.

**B.4.6 Treatment of Road Signs**

The treatment of road signs is to take place as per product specifications and the approval of the Project Manager.

The area will be accepted when evidence of the product is visible on the surface of the poles, or on the ground depending on the product used and approved by the Project Manager.

**B.4.7 Side Drains**

The cleaning of all vegetative matter within side drains and from the tarred surface alongside the drains. Failure to clear the cut grass will result in non-compliance of clause A.8.1 and may result in penalties being applied.

**B.4.8 Provincial Road Junctions**

The grass is to be cut at these junctions at the same time of each cut in Vryheid East.

**B.4.9 Tree Felling**

Trees to be felled, and stump of not more than 50mm above the ground is to be left or cut material and vegetative matter to be removed from the site

**B.5 TOLERANCES**

All herbicides and chemicals shall comply with Act 36 of 1947 amended, where applicable.

**B.6. MEASUREMENT AND PAYMENT**

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**B.6.1 Grass cutting**

The unit of measurement shall be per hectare (Ha). The rate will include all the costs of labour and equipment necessary for the cutting of grass as per item B.4.2.

**B.6.2 Chemical control**

The unit of measurement shall be per linear meter (m) treated. The rate will include all the cost of labour, chemicals and equipment necessary for the chemical control of grass as per item B.4.4.

**B.6.3 Clearing of Trees**

The unit of measurement will be per each tree cleared of grass. The rate will include all labour and materials necessary for the clearing of grass from around trees as per item B.4.5.

**B.6.4 Treatment of Road Signs**

The unit of measurement shall be per each Road sign pole treated. The rate will include all the costs for labour and chemicals necessary for the treatment of all road signs as per item B.4.6.

**B.6.5 Tree pruning**

Unit of measurement will be per tree pruned.

**B.6.6 Tree Felling**

Unit measurement will be per tree felled.

**B.6.7 Day works**

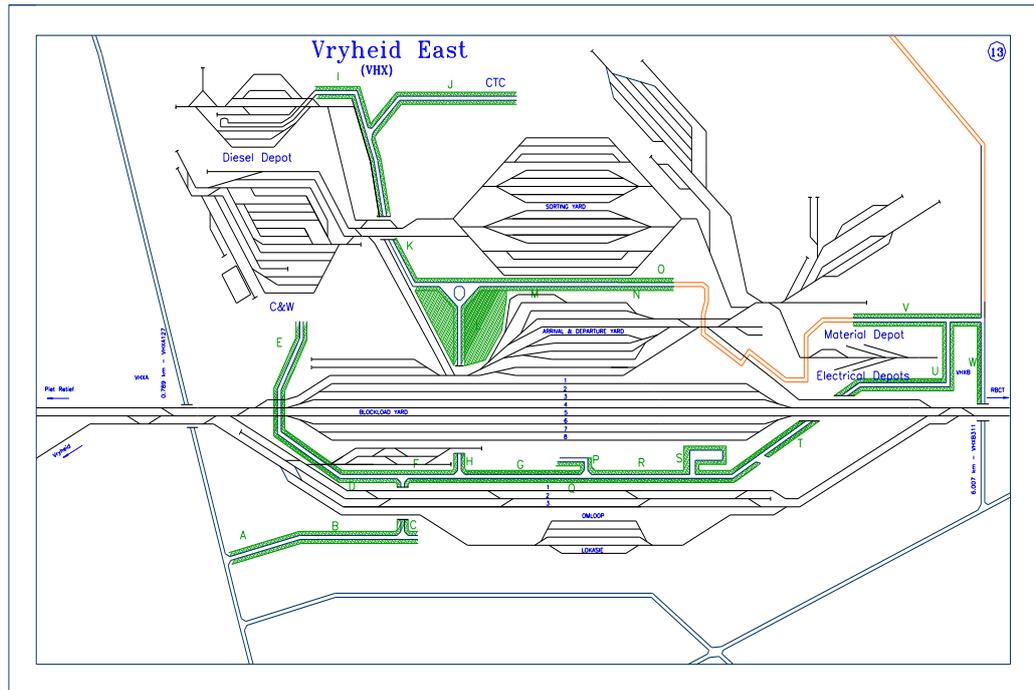
The unit of measurement shall be the hour and quantities are provisional.

**B.6.8 Provincial Road Junctions**

The unit of measurement will be per hectare (Ha) cut. No separate measurement and payment will be done for this. This will be paid for under item C.1 of the Schedule of Quantities and Prices.

**C. SCHEDULE OF DIAGRAMS**

1. Annexure A1 – VRYHEID EAST DIAGRAM
2. Annexure A2 – LIST OF AREAS AS PER DIAGRAM
3. Annexure A3 – PROVINCIAL ROAD JUNCTION DIAGRAM
4. Annexure A4 – LIST AND NUMBER OF TREES TO PRUNE PER AREA



RFQ for the Provision of cutting of grass and other related operations at Vryheid East and surrounding areas for a period of two years.

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**ANNEXURE A2: LIST OF AREAS AS PER DIAGRAM**

Portion	Length METRES LHS	Lhs Width METRES	Lhs Area m <sup>2</sup>	Length METRES RHS	Rhs Width METRES	Rhs Area m <sup>2</sup>	TOTAL AREA m <sup>2</sup>	TOTAL AREA HA
A	153	8	1224	153	6	918	2142	0.21
B	960	8	7680	961	8	7688	15368	1.54
C	28	8	224	28	5	140	364	0.04
D	380	8	3040	72	7	504	3544	0.35
E	60	8	480	60	6	360	840	0.08
F	240	6	1440	240	6.5	1560	3000	0.30
G	288	6	1728	288	8	2304	4032	0.40
H	22	6	132	22	6	132	264	0.03
I	268	6	1608	268	3.5	938	2546	0.25
J	613	6	3678	613	6	3678	7356	0.74
K	392	4.5	1764	392	6	2352	4116	0.41
L1	65.5	58	3799	0	0	0	3799	0.38
L2	0	0	0	50	64	3200	3200	0.32
L3	186	10	1860	0	0	0	1860	0.19
M	220	3	660	220	3	660	1320	0.13
N	402	3	1206	402	9	3618	4824	0.48
O 1	253	6.5	1644.5	253	6	1518	3162.5	0.32
O 2	230	17.5	4025	0	0	0	4025	0.40
P	77	6	462	114	5	570	1032	0.10
Q	600	6	3600	600	5	3000	6600	0.66
R	450	8	3600	800	4	3200	6800	0.68
S	98	6	588	98	4	392	980	0.10
T	300	6	1800	300	9.5	2850	4650	0.47
U	1300	6	7800	1300	6	7800	15600	1.56
V	850	6	5100	850	6	5100	10200	1.02
W	0		0	86	8	688	688	0.07
X			2400				2400	0.24
<b>TOTALS</b>	<b>8435.50</b>		<b>61542.50</b>	<b>8170.00</b>		<b>53170.00</b>	<b>114712.50</b>	<b>11.471250</b>

X = level crossings and enterances 2500

VRYHEID EAST GRASS AREA: 11.47125

ROAD EDGES ONE SPRAY: 16.60

ROAD SIGNS: 72

TREES: 580

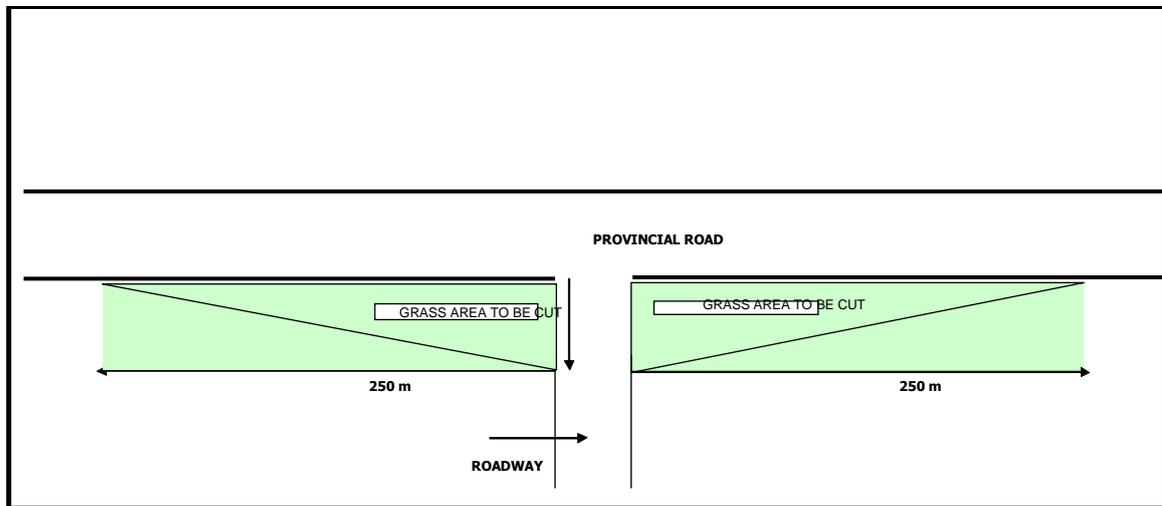
PWI 2.7113

Welding depot road 0.18

Dumbe 0.2578

Total For Cutting Once: 14.62

**PART D: ANNEXURE A 3: PROVINCIAL ROAD JUNCTION**



**Annexure A4: LIST AND NUMBER OF TREES TO BE PRUNED**

SECTION A-Z	NO.OF TREES				
	LHS	RHS		LHS	RHS
<b>A</b>			<b>N</b>		
<b>B</b>	6	6	<b>O</b>		
<b>C</b>			<b>P</b>	21	20
<b>D</b>	6 from level cross		<b>Q</b>		
<b>E</b>	5	4	<b>R</b>	14	
<b>F</b>			<b>S</b>	2	2
<b>G</b>	6	10	<b>T</b>	30	30 after and before bridge
<b>H</b>	7		<b>U</b>		
<b>I</b>			<b>V</b>		
<b>J</b>			<b>W</b>		
<b>K</b>			<b>X</b>		
<b>L</b>			<b>Y</b>		
<b>M</b>			<b>Z</b>		

TOTAL OF 169 TREES TO BE PRUNE

**ANNEXURE B – Technical Submission**

<b>TECHNICAL REQUIREMENTS</b>								
<i>Respondents are to complete this Annexure, giving sufficient detail to permit an accurate assessment of your technical abilities.</i>								
Please note that all the requirements as is in the specification (Part A) are compulsory								
Inability to provide these essential requirements will preclude your company's eligibility at the evaluation process								
<b>Technical Requirements</b>								
<b>Ref</b>	<b>Criteria</b>	<b>Requirements</b>	<b>Type of proof to be submitted</b>	<b>Applicable Clauses</b>	<b>Max. Score</b>	<b>Yes</b>	<b>No</b>	<b>Details of proof and page number in the tender document</b>
<b>1</b>	<b>Health and Safety</b>	Proof of Compliance to Health and Safety regulations	Completed Health and Safety documents with documentation for recording all appointments, incidents and Inspections.	A.1;B.1;B.4;				
<b>2</b>	<b>Risk Assessment</b>	All risks identified are addressed	Completed risk assessment	A.1;B.1;B.4;				
<b>3</b>	<b>Environmental Assessment</b>	All risks identified are addressed	Completed Environmental risk assessment	B.5				
<b>4</b>	<b>Technical Capacity Resources</b>	Herbicides proposed sufficient to control weed species prominent in the area tendered for	List of herbicides and the rate of application to be used in the works	B.3.1;B.3.2;B.4.4B.5				
		Product mixtures proposed	Detail of product mixtures specified in the method statement	A1.1.2; A1.2.1; A5.2.1; A5.2.4				
		Detail of experience of chemical weed control not limited to the railway environment.	Completed schedule of Tenderer's experience (returnable schedule)	A.9.2;B.4.4				

Respondent's Signature

Date &amp; Company Stamp

**Returnable Document**

		<b>Requirements</b>	<b>Type of proof to be submitted</b>	<b>Applicable Clauses</b>	<b>Max. Score</b>	<b>Yes</b>	<b>No</b>	<b>Details of proof and page number in the tender document</b>
		Sufficiency of the teams, vehicles and equipment available per zone as stipulated in tender	<b>Included in the method statement:</b> - Specify how many teams are available and the detail and function of personnel in the teams to carry out operation. - Specify qty. of teams available for this tender - capacity of each team and the work rates of each team per day. -Specify qty. and type of support vehicles, etc. available for this tender.	B.4.2-B.4.8				
5	<b>Programing Schedule</b>	The duration and work rate is addressed for the initial cut and other works as specified in the tender.	Detailed program in line diagram / Bar chart format according to Bill of Quantities <b>Included in the method statement:</b> -Duration of initial treatment for season - Specify how many teams are available and the detail and function of personnel in the teams to carry out operation. - Specify qty. of teams available for this tender - capacity of each team and the work rates of each team per day. -Specify qty. and type of support vehicles, etc. available for this tender. -Statement of support vehicles available for this tender	A.1;B.1;B.4;				
		Preliminary work program for the specified zone/s is included	Detailed program in line diagram / Bar chart format according to Bill of Quantities	A.1;B.1;B.4;				

Respondent's Signature

Date & Company Stamp