

**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No ERACSG529-23526**

**FOR THE PROVISION OF: CUTTING OF GRASS BENEATH THE OPTIC FIBRE AND CUTTING OF GRASS AT LEVEL CROSSINGS ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER VRYHEID BETWEEN MAVIRISTAD AND VRYHEID FOR A PERIOD OF TWO YEARS.**

**FOR DELIVERY TO: VRYHEID AND MAVIRISTAD**

**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: 12:00 AM**

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

<b>DESCRIPTION</b>	<b>Cutting of grass beneath the optic fibre and cutting of grass at level crossings on Transnet Freight Rail property in geographical area controlled by Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid 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> <table border="0"> <tr> <td>Account Name</td> <td>:</td> <td>Transnet Freight Rail</td> </tr> <tr> <td>Account</td> <td>:</td> <td>Standard Bank</td> </tr> <tr> <td>Account number</td> <td>:</td> <td>203158598</td> </tr> <tr> <td>Branch code</td> <td>:</td> <td>004805</td> </tr> </table> <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>	Account Name	:	Transnet Freight Rail	Account	:	Standard Bank	Account number	:	203158598	Branch code	:	004805
Account Name	:	Transnet Freight Rail											
Account	:	Standard Bank											
Account number	:	203158598											
Branch code	:	004805											
<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 <b>12:00</b> 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>1.1 <i>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 <b>compulsory</b> RFQ briefing.</i></p> <p>1.2 <i>Respondents failing to attend the compulsory 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>												

<p><b>VALIDITY PERIOD</b></p>	<p><b>90 Business Days from Closing Date.</b>  <b>End of validity period: 23 August 2017</b>                  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>
<p><b>SUPPLIER REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</b></p>	<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                  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                  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:                  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.



- 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 beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

**Returnable Document**

**RFQ FOR THE PROVISION OF: CUTTING OF GRASS BENEATH THE OPTIC FIBRE AND  
CUTTING OF GRASS AT LEVEL CROSSINGS ON TRANSNET FREIGHT RAIL PROPERTY IN  
GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER VRYHEID  
BETWEEN VRYHEID AND MAVIRISTAD 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:

Criterion/Criteria	Explanation
<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 (5%) Risk Assessment (5%) Technical Capacity/Resources (50%) Programme Schedule (30%)</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

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

**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:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE B : Duly Completed Technical Submission/Questionnaire	
SECTION 7 : Certificate of attendance of compulsory RFQ Briefing	

b) **Essential Returnable Documents**

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

**Returnable Document**

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	

**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.

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

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

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

**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 – Maviristad and Vryheid" basis, excluding VAT:

#### Section 1

Item	Ref. Clause	Description	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	B.11.1	Grass Cutting Optic Fibre Maviristad- Piet Retief YEAR 1	km	100		
2	B.11.4	Grass Cutting – Stairways Maviristad- Piet Retief YEAR 1	M <sup>2</sup>	4556		
3	B.11.2	Grass Cutting Electrical Feeder / Return Feeder Lines Maviristad – Piet Retief YEAR 1	km	75		
4	B.11.5	Grass Cutting Embankments Maviristad – Piet Retief YEAR 1	M <sup>2</sup>	20000		
5	B.11.6	Level Crossings Maviristad – Piet Retief YEAR 1	M <sup>2</sup>	51000		
6	B.11.1	Grass Cutting Optic Fibre Maviristad- Piet Retief YEAR 2	km	100		
7	B.11.4	Grass Cutting – Stairways Maviristad- Piet Retief YEAR 2	M <sup>2</sup>	4556		
8	B.11.2	Grass Cutting Electrical Feeder / Return Feeder Lines Maviristad – Piet Retief YEAR 2	km	75		
9	B.11.5	Grass Cutting Embankments Maviristad – Piet Retief YEAR 2	M <sup>2</sup>	20000		
10	B.11.6	Level Crossings Maviristad – Piet Retief YEAR 2	M <sup>2</sup>	51000		
<b>TOTAL PRICE EXCLUSIVE OF VAT:</b>						
<b>VAT (if applicable)</b>						
<b>Total Inclusive of VAT (where applicable)</b>						

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

**Returnable Document**

## Section 2

Item	Ref. Clause	Description	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	B.11.1	Grass Cutting Optic Fibre Piet Retief – Vryheid; Vryheid – Stilwater YEAR 1	km	193		
2	B.11.4	Grass Cutting – Stairways Piet Retief – Vryheid YEAR 1	M <sup>2</sup>	5442		
3	B.11.2	Grass Cutting Electrical Feeder / Return Feeder Lines Piet Retief – Vryheid YEAR 1	km	40		
4	B.11.5	Grass Cutting Embankments Piet Retief – Vryheid YEAR 1	M <sup>2</sup>	25000		
5	B.11.6	Level Crossings Piet Retief – Vryheid YEAR 2	M <sup>2</sup>	78150		
6	B.11.1	Grass Cutting Optic Fibre Piet Retief – Vryheid; Vryheid – Stilwater YEAR 2	km	193		
7	B.11.4	Grass Cutting – Stairways Piet Retief – Vryheid YEAR 2	M <sup>2</sup>	5442		
8	B.11.2	Grass Cutting Electrical Feeder / Return Feeder Lines Retief – Vryheid YEAR 2	km	40		
9	B.11.5	Grass Cutting Embankments Piet Retief – Vryheid YEAR 2	M <sup>2</sup>	25000		
10	B.11.6	Level Crossings Piet Retief – Vryheid YEAR 2	M <sup>2</sup>	78150		
<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]

### 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 Maviristad and Vryheid, as specified on the first (cover) page of the RFQ document

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

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

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

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#### 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.

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

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

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

**SECTION 5: 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 _____

## 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:

	POINTS
<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;

- (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.

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- 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.
- 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

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = 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 returns. 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.

- 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**

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

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

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.

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WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid 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**

### **PART A:**

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

Infra Maintenance is desirous to have vegetation cut and cleared from its cable infrastructure, stairways accessing signal equipment and level crossings along the Coal line between Maviristad and Vryheid East and Vryheid, Grass presents a severe risk to cable infrastructure which consists of; Fibre Optic cables and feeder cables, which are mostly suspended from the overhead traction masts.

#### **A.2 SUFFICIENCY OF TENDER**

A Site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Supplier's acquaintance of all the sites that will and/or may affect costs thereof.

#### **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 work provides for the cutting of grass and removal of cut material as and when required for a period of two years.

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

During the contract period, the Supplier shall be required to cut the grass next to the stairs twice in one growing season and beneath the optic fibre and return feeder wire once per growing season as well as cutting stipulated embankments once per growing season so as to complete all grass cutting work and the removal of the cut material before 31 May of the year in which the site instruction is given for the cutting of grass.

The cutting of grass at level crossings shall take place three times (3X) a year.

#### **A7. RETENTION MONEY**

No retention money will be required for this contract.

**A8. SCHEDULE OF QUANTITIES AND PRICES**

A.8.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Supplier shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.

A.8.2 The Supplier shall price each item. If the Supplier has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

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

A.8.3 The short descriptions of the items in the schedule are for identification purposes only. The Transnet General Bid Conditions together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Supplier in the Schedule of Quantities and Prices.

**A.9 TO BE PROVIDED BY THE SUPPLIER**

A.9.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work; the Supplier shall provide all accommodation and toilet / ablution facilities for his/her employees.

A.9.2 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.

A.9.3 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.9.4 When required the Supplier 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 rail traffic.

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

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

#### **A.10 EVALUATION OF TENDERS**

A.10.1 The Supplier shall submit as part of his/her tender, all relevant details of his/her production rate, plant available and any other information needed to enable the tender to be evaluated as described above.

A.10.2 The tender could be awarded in **TWO** parts to different tenderers i.e. Section 1: Maviristad to Piet Retief, Section 2: Piet Retief to Vryheid East, **OR** as a whole where economical of scale could possibly apply.

Tenderers that have the necessary capacity are requested to complete all Items in the Schedules of Quantities and Prices

#### **A.11 INFORMATION TO BE PROVIDED WITH TENDER**

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

A.11.1 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.

A.11.2 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A.11.3 The Schedule of Quantities and Prices must be completed in full.

A.11.4 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.

#### **A.12. PENALTIES FOR LATE COMPLETION**

A.12.1 Penalties for late completion will be R500.00 per day for each day that the work remains uncompleted.

## **PART 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 beneath the optic fibre cables for a width of 5 metres either side of the cable.
- B.1.2 Cutting of grass beneath the feeder / return feeder, (electrical lines) for a width of 5 metres either side of the cable.
- B.1.3 Cutting of grass for a width of 1, 5 metres either side of stairways leading to signal equipment.
- B.1.4 Clearing of grass from drains and culverts as a result of the cutting of the grass.
- B.1.5 Cutting of grass on embankments.
- B.1.6 Cutting of grass at level crossings
- B.1.7 Tenderers are invited to tender for the following sections of line.

### **SECTION 1: MAVIRISTAD – PIET RETIEF,**

### **SECTION 2: PIET RETIEF – SIKAME - VRYHEID EAST - VRYHEID**

### **B.2 DEFINITIONS**

#### **B.2.1 Areas**

The areas to be cut are defined as per Annexure A1 and A2 attached.

#### **B.2.2 Optic Fibre**

The Fibre Optic cable which is attached to the outside of mast poles and running to relay rooms and test rooms along the line.

#### **B.2.2 Feeder / Return Feeder Lines**

Feeder Lines and return feeder lines being the lines running along the top of mast poles that supply electrical current to the line to and from sub stations.

#### **B.2.3 Side drains & Culverts**

Side drains and Culverts being all drainage channels created for the purpose of channeling water away from then railway line.

#### **B.2.4 Stairways**

These are the concrete and or metal stairways leading up or down to signal equipment on embankments and cuttings.

#### **B.2.5 Embankments**

These are areas of grass growing on the slopes of ground making the fill area for the railway embankments. These sloped areas are usually steep and the terrain can be uneven.

**B.2.6 Level Crossings**

These are areas of grass growing adjacent to the track where road ways cross the railway line. The areas may be near or alongside public roadways as well as departmental road ways. The area consists of four quadrants usually 1250m<sup>2</sup>. (See Annexure 1).

**B.3 MATERIALS**

B.3.1 The Supplier shall be responsible for the supply and safe storage of all equipment and material required to do the work.

**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 and close to open railway lines.

**B.4.1 Grass Cutting along Optic Fibre**

Grass to be cut down to a height not exceeding 150 mm. The minimum width required for grass cutting is five, (5) metres either side of the optic fibre cable. Cutting of grass to the relay rooms is also required beneath the Optic Fibre.

**B.4.2 Grass Cutting Beneath Feeder and Return Feeder Lines**

Grass to be cut down to a height not exceeding 150 mm. The minimum width required for grass cutting is five, (5) metres either side of the feeder / return feeder lines. Cutting of grass to and from the sub - stations and TSS is also required beneath the Feeder / return feeder lines.

**B.4.3 Grass Cutting Next to Stairways**

Grass cutting next to the stairways is required to be one and a half, (1,5) metres wide from the side of the steps on both sides of the stairways.

The grass is to be cut from the roadway to the top of the embankment on embankments, and or to the edge of the side drains in cuttings.

**B.4.4 Side Drains**

All vegetative matter as a result of the grass cutting is to be cleared from side drains and culverts.

**B.4.5 Grass Cutting on Embankments**

All grass to be cut to a height not exceeding 150mm. The entire slope area to be cut to the bottom of the embankment. All the cut vegetative material is to be removed from the site.

**B.4.6 Grass Cutting at Level crossings**

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

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All grass to be cut to a height not exceeding 100mm. The entire area to be cut as per the attached Annexure. All the cut vegetative material is to be removed from the site.

**B.4.7 Work Near High Voltage Equipment**

The Supplier shall at all times adhere to the conditions of specification E7/1 April 1991 for works on, over or adjacent to railway lines and high voltage equipment.

**B.5 SUPERVISION**

The Supplier or a responsible person empowered to act on his/her behalf shall be constantly available to supervise and receive the instruction from the Project Manager or his appointed deputy.

**B.6 SITE ARRANGEMENTS**

The Supplier is to make his own arrangements regarding establishing a site. On completion of the works, the Supplier shall clear the site to the satisfaction of the Manager. The Supplier is not allowed to establish site on Transnet Property.

**B.7 SITE DIARY**

- The Supplier is to make use of a site diary (according to Appendix "I" of this document), which is to be updated on a daily basis, describing all activities for the day.
- The Site Diary, signed and certified by the Supplier, must be faxed to the Technical Officer S. Roberts ( 034 989 9422 ), each Friday before 16:00.
- This site diary is to be available, on request, to the Project Manager who will, from time to time, visit the site/works.

**B.8 COMPLIANCE WITH STATUTES**

The Supplier shall comply with all relevant legislation, including the provision of:-

B.8.1. The Occupational Health and Safety Act 1993 (Act 85 of 1993). The Supplier is to ensure that all work will be performed and machinery and plant used is in accordance with the provision of the said Act in respect of all persons in his employ other persons or other persons on the site or place<sup>3</sup> of works.

B.8.2. The Supplier shall report all accidents in writing to the Technical Manager. Any accident resulting in the death of or injury to any person on the works shall be reported within 12 hours of its occurrence and any other accident shall be reported within 24 hours of its occurrence.

**B.9 DAMAGES**

The Supplier shall be liable for all damages of whatever kind, which may result from him or his employees' operations, in the carrying out of this contract, whether through the result of negligence

of himself, or his employees or any other person, or whether through assistant or howsoever arising, and hereby indemnifies Transnet Freight Rail Infrastructure in connection with any such claims or demand in all respects as through such settlement or decision has been effected by himself and shall also pay all sums; whether principal, interest or court awarded against. Transnet Freight Rail, in respect of any such claim or demands, and all costs and expenses to which Transnet Freight Rail may be put in investigating or contesting any such claims or demands.

## **B.11. MEASUREMENT AND PAYMENT**

### **B.11.1 Grass cutting Optic Fibre**

The unit of measurement shall be per Kilometre cut (Km). The rate will include all the costs of labour and equipment necessary for the cutting of grass as per item B.4.1.

### **B.11.2 Grass cutting Feeder / Return Feeder Cables**

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

### **B.11.3 Side drains & Culverts**

There will be no separate payment for the removal of cut grass from side drains and culverts. The associated costs for the compliance to B.4.4 shall be included in the rates for B.11.1 and B.11.2.

### **B.11.4 Grass Cutting Stairways**

The unit of measurement shall be per Metre square cut (m<sup>2</sup>). The rate will include all the costs of labour and equipment necessary for the cutting of grass as per item B.4.3.

### **B.11.5 Grass cutting Embankments**

The unit of measurement shall be per Metre square cut (m<sup>2</sup>). The rate will include all the costs of labour and equipment necessary for the cutting of grass as per item B.4.5.

### **B.11.6 Grass cutting Level crossings**

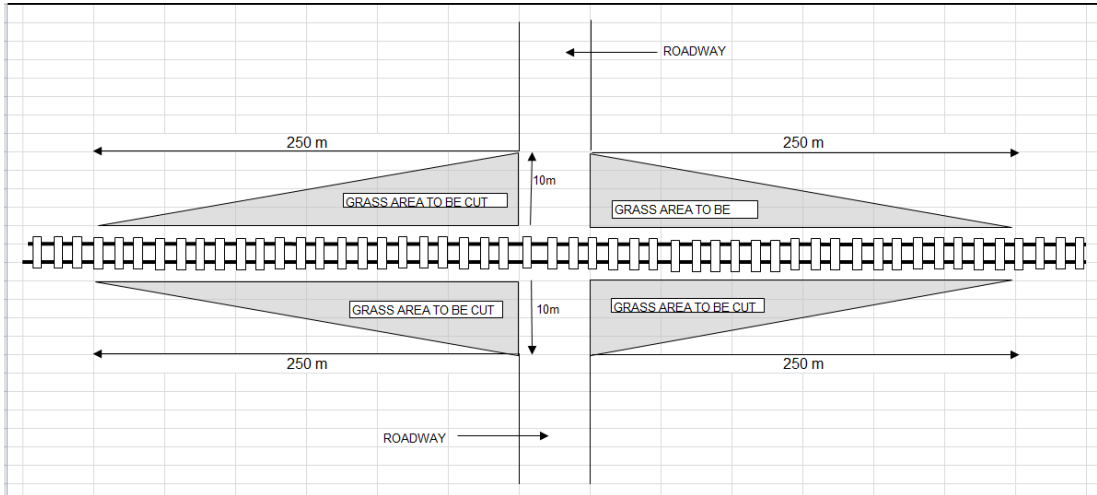
The unit of measurement shall be per square metre cut (m<sup>2</sup>). The rate will include all the costs of labour and equipment necessary for the cutting of grass as per item B.4.5.

Some of the level crossings may not include all quadrants to be cut. In these instances, the supplier will be paid per square metre cut (m<sup>2</sup>), as per Annexure 2.

RFQ for the Provision of cutting of grass beneath the Optic Fibre and cutting of grass at level crossings on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer Vryheid between Maviristad and Vryheid for a period of two years.

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**ANNEXURE 1**



**ANNEXURE 2**

<b>Summary of areas Level Crossings</b>							
Location	Number sides	Width	Length	Half	Area m <sup>2</sup>	Frequency per year	Area m2 Year 1
SHEEPMOOR KM 35.940	0	10	250	0,5	0		
SHEEPMOOR KM 36.630	0	10	250		0		
ISWEPE KM 61.540	2	10	250		2500	3	7500
ISWEPE 2 KM 61.750	3	10	250		3750	3	11250
ISWEPE KM 63.230 - PUBLIC	2	10	150		1500	3	4500
ISWEPE KM 63.230 - PUBLIC	2	10	250		2500	3	7500
ISWEPE KM 64.030	0	10	50		0	3	0
WILDRAND KM 80.235	2	10	50		500	3	1500
KEMP KM 89.780	4	10	250		5000	3	15000
KEMP KM 90.110	1	10	250		1250	3	3750
					<b>17000</b>		<b>51000</b>
MKONDO KM 111.010	2	10	150		1500	3	4500
CONFIDENCE KM 128.020	2	10	150		1500	3	4500
PAUL PIETERSBURG KM 153.030 - PUBLIC	2	10	150		1500	3	4500
PAUL PIETERSBURG KM 153.030 - PUBLIC	2	10	80		800	3	2400
PAUL PIETERSBURG KM 153.040 - OLD S	2	10	150		1500	3	4500
PAUL PIETERSBURG KM 154.040 - NEW S	1	10	150		750	3	2250
PAUL PIETERSBURG KM 154.040 - NEW S	2	10	250		2500	3	7500
VRYHEID EAST RTD N KM 0.500	1	10	150		750	3	2250
VRYHEID EAST YARD NORTH KM 2.100	1	10	200		1000	3	3000
VRYHEID EAST YARD NORTH 2 KM 2.200	2	10	250		2500	3	7500
SIKAME KM 96.200	4	10	250		5000	3	15000
TENDEKA KM 101.000 - PUBLIC	3	10	250		3750	3	11250
TENDEKA 2 KM 106.150	4	10	150		3000	3	9000
					<b>26050</b>		<b>78150</b>

Respondent's Signature

Date & Company Stamp



**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>								
Ref	Criteria	Requirements	Type of proof to be submitted	Applicable Clauses	Max. Score	Yes	No	Details of proof and page number in the tender document
1	<b>Safety Risk Assessment</b>	Risks addressed related to the works	Completed risk assessment					
2	<b>Environment Risk Assessment</b>	Environmental Risks	Completed risk assessment					
3	<b>Technical Capacity Resources Programing Schedule</b>	Certificates of Training	Copies of certificates of trained personnel					
		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.	A5.2.4; A5.2.2				
		Detail of experience of Grass cutting and maintenance not limited to the railway environment.	Completed schedule of Tenderer's experience (returnable schedule)	A1.1.5				

Respondent's Signature

Date &amp; Company Stamp

		<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>
		The duration and work rate is addressed for the initial spray of each season per zone as specified in the tender.	Detailed program in line diagram / Barchart 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	A3.3.8				
<b>4.</b>	<b>Programming Schedule</b>	Preliminary work program for the specified zone/s is included	Detailed program in line diagram / Barchart format according to Bill of Quantities	A3.3.8; A5.2.4				
		Follow-up program/remedial work is addressed per zone is included	Preliminary follow-up program in line diagram / Barchart format according to Bill of Quantities	A1.2.1; A3.4.1; A5.1.2.2; A10.1.1; A10.1.2				

Respondent's Signature

Date & Company Stamp