

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] NO PTH/53588

**FOR THE PROVISION OF: EMERGENCY VEGETATION MAINTENANCE
ON AN AS AND WHEN REQUIRED BASIS FOR A
PERIOD OF 24 MONTHS OR R 200 000.00
(WHICH EVER OCCURS FIRST)**

**REQUIRED BETWEEN: SPRINGFONTEIN-NOUPOORT-EASTLONDON-
COOKHOUSE STATIONS**

ISSUE DATE: 12 MAY 2015

CLOSING DATE: 22 MAY 2015

CLOSING TIME: 12:00

**Section 1
NOTICE TO BIDDERS**

Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after 12 May 2015 RFQ document may be inspected at, and are obtainable from the Regional Supply Chain Service Office, FC Sturrock Building, 2nd Floor, Room 204, Fleming Street, Port Elizabeth.

Arrangements for the collection of the RFQ documents can be made with Me. Ronelle Blom on telephone number 041 – 507 2720/21 or email: ronelle.blom@transnet.net or phumla.maldaka@transnet.net

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

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

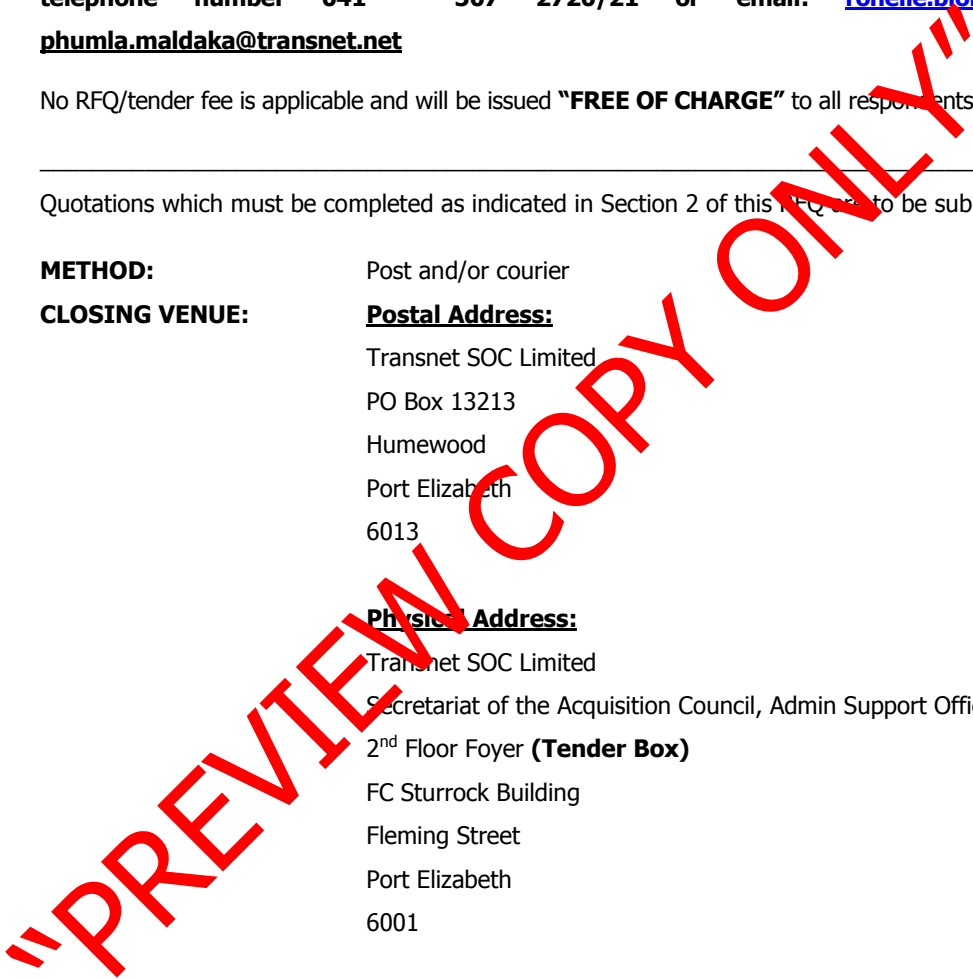
METHOD: Post and/or courier

CLOSING VENUE: Postal Address:

Transnet SOC Limited
PO Box 13213
Humewood
Port Elizabeth
6013

Physical Address:

Transnet SOC Limited
Secretariat of the Acquisition Council, Admin Support Office
2nd Floor Foyer (**Tender Box**)
FC Sturrock Building
Fleming Street
Port Elizabeth
6001



NB: Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: PTH/53588
Description	: Emergency Vegetation East London depot
Closing date and time	: 22 May2015 at 12h00
Closing address (refer to abovementioned options)	

1 Responses to RFQ

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

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

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

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

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

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

3 Communication

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

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

Name: Granville van der Merwe Email: granville.vandermerwe@transnet.net

Telephone: 041 - 5072715

Respondents may also, at any time after the closing date of the RFQ, communicate with the Admin Support Office on any matter relating to its RFQ response:

Telephone: 041 - 5072721

Email: ronelle.blom@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

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

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

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

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

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

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10 Specification/Scope of Work

10.1 OVERVIEW

Transnet Freight Rail requires the services of emergency vegetation maintenance work on an as and when required basis between Springfontein-Noupoort-East London-Cookhouse for a period of 24 months or R 200 000.00 (whichever occurs first) This service will range from tree felling, bush clearing to grass cutting.

10.2 SCOPE OF REQUIREMENTS

The team of 7 people (driver/supervisor included) will be required to respond on requests for the execution of emergency work as & when, and where required, within 4 hours after the request has been forwarded by the Technical Officer. Teams will operate from their home depot e.g. East London

SITE LOCATION

Work will be executed within the Transnet Freight Rail boundaries of the East London infra Office. Sites to be services on this tender will be between Springfontein, Noupoort, East London and Cookhouse

TIME TO COMPLETE THE WORK

The contractor shall indicate the duration in days he requires to complete the work, but the period shall be preferred to be not be longer than 24 hours after the request was logged by the Technical Officer or as will be determined between the successful tenderer and the Project Manager.

The contractor shall be required to complete the work in this period, as given. This period includes weekends, public holidays and statutory holiday periods.

Failing completion of the work within the periods as stipulated above or with any period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of R100.00 (one hundred Rand) for every day or part thereof during which the works remain incomplete.

MANAGER

The **Depot Engineer Infra** shall appoint a competent person to undertake the **management duties** for this project, who shall be referred to as the Project Manager.

Site records:

Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed off, incidences that have occurred, what work is to be done on that day, etc.

Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the Project Manager to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager and the contractor in the aforesaid book.

Programme & Planning of the work

The contractor shall provide to the manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet freight rail with minor disruptions as no delays must be allowed in this regard.

The programme must be agreed to (in the site instruction book) before any work will be allowed to commence. The program can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

ACCESS TO SITE

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet freight rail in every way. Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

MATERIALS FOUND ON SITE

The Contractor shall not use on the works any materials found on the site without the prior written consent of the manager. No material that is lying on the site (other than that from this contract) or on Transnet freight rail's property may be removed (even if deemed as scrap) by the contractor.

NB!!!!

No scrap or any material of value may be removed from the site without written authority of the Project Leader.

CLEARING OF SITE

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

WORKING OUTSIDE NORMAL WORKING HOURS

The normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor will automatically have permission on condition that the Technical Officer was informed about the time when the contractor is expected to arrive on site. Transnet freight rail will not unreasonably withhold permission. however the Contractor may have to pay for Transnet freight rail's supervisory personnel.

VAT

Value Added Tax (VAT) shall be excluded in the Schedule of Rates and Prices.

SAFETY PRECAUTIONS AND INSURANCE

Damage to Transnet freight rail Assets and liability

The contractor shall provide the insurance for the following: -

Contract Work; damage to farmers crops or to water resources or any wetlands Public Liability;

No burning of any kind shall be allowed

ACT 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

ENVIRONMENT

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

The National Environmental Management Act, 107/1998;

The Environmental Conservation Act, 73/1989; and

The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

The Contractor shall further ensure that no protected plant will be damaged without a written site instruction from the project manager or his appointed depute.

P.C.O. Registration/PCO Qualified

The contractor in person, OR his fulltime employee, will be a registered Pest Control Operator (A copy to be submitted with the RFQ document)

CIDB REGISTRATION

An SH rating on the CIDB scale will be advantageous.

ABSEILING

Abseiling certification could be advantageous.

PARTICULAR SPECIFICATION**CLEANING AND CLEARING:**

The contractor will supply the material, labour, transport, consumable stores and ingredients of any description, which may be necessary for the proper completion of the contract work, in accordance with the specifications as follows:

- Focused Trees and Vegetation within the reserve will be felled and treated with an applicable herbicide and dye mixture depending on the nature of the emergency.
- Felled material shall be stacked away from the track formation, Cut off drains, culverts, table drains, service roads and fences.
- No fence will be damaged in the process of work
- Vegetation growing within the service road (four meter boundary), will be cut no higher than 50 mm above ground level.

ALL WORK WILL BE DONE WITHIN THE TRAIN SCHEDULE
(IN BETWEEN TRAINS)

DRAWINGS: NONE

RISK ASESMENT:

Employees of contractor to wear safety vest at all times on the site (except operators)

Employees of contractor to wear safety foot protection on the site

Employees of contractor to wear eye and ear protection when working with weed cutters and chain saws

No fires is allowed on the site

Contractor to supply two flagmen per team for the duration of the contract

GENERAL

Containers and residual material will not be disposed of on Transnet property or as part of Transnet refuse but at a legal municipal dumpsite.

The site plan (where applicable) to be used is a sketch plan and is not to scale.

It is the tenderer`s responsibility to check all quantities and measurements before tendering.

RESPONSE TEAM

The response team will consist of and must be in possession of the following equipment which must be maintained on a high standard;

RESOURCE COMMITMENT

Three (3) chainsaw operators

Two (2) flagmen to be provided by contractor & trained by Transnet

One (1) labourer – general worker

One (1) driver / Supervisor

EQUIPMENT

Three (3) Chainsaws

Three (3) Brush cutters

One (1) Response Vehicle LDV

All cables / ropes / winches etc to successfully execute the work.

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Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056

<u>RFQ FOR THE PROVISION OF:</u>	EMERGENCY VEGETATION MAINTENANCE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS OR R 200 000.00 (WHICH EVER OCCURS FIRST) BETWEEN SPRINGFONTEIN-NOUPOORT-EASTLONDON- COOKHOUSE
<u>CLOSING VENUE:</u>	TENDER BOX, 2ND FLOOR FOYER, FC STURROCK BUILDING, FLEMING STREET, PORT ELIZABETH
<u>CLOSING DATE & TIME:</u>	22 MAY 2015
<u>VALIDITY PERIOD:</u>	90 (NINETY) BUSINESS DAYS

**SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

11 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
<u>Phase 1:</u>	
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria must be met and whether the Bid materially complies with the scope and/or specification given: VALID CERTIFICATE OF REGISTRATION – PEST CONTROL OPERATOR (WEED CONTROL) ISSUED BY DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> Pricing and price basis [firm] B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

12 Validity Period

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

13 Disclosure of Prices Quoted

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

YES NO

Returnable Document

14 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	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form <i>Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference</i>	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE B - E7/1 Specification for work on, over, under or adjacent to railway lines and near high voltage equipment	
ANNEXURE C - Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act; Act 85 of 1993 and regulations	
LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	
VALID CERTIFICATE OF REGISTRATION – PEST CONTROL OPERATOR (WEED CONTROL) ISSUED BY DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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**SECTION 3
QUOTATION FORM**

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/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 and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the service required **ON AN AS & WHEN REQUIRED BASIS** between Springfontein-Noupoort-East London-Cookhouse stations, excluding VAT:

Item No	Description of Service	Unit of Measure	Quantity	Unit Price (ZAR)
1	Day Tariff for team	Day	1	
2	Travelling cost	Km	1	

Quoted Prices/Rates will be fixed for a duration of:months

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

Returnable Document

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

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

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

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

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
 Name _____

2 _____
 Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

Returnable Document

[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 _____