

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/53968

**FOR THE PROVISION OF: CUTTING OF GRASS AT VARIOUS TFR RADIO
HIGH-SITES BETWEEN EAST LONDON AND
SPRINGFONTEIN ON AN AS AND WHEN REQUIRED
BASIS**

ISSUE DATE: 14 JULY 2016
CLOSING DATE: 02 AUGUST 2016
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 14 July 2016 RFQ document may be inspected at, and are obtainable from the Regional Supply Chain Service Office, FC Sturrock Building, Ground Floor, Tender Office, Fleming Street, Port Elizabeth.

Arrangements for the collection of the RFQ documents can be made with Me. Ronelle Blom and Me. Phumla Maldaka 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.

A compulsory information briefing session will be conducted on 21 July 2016. Thereafter a compulsory site visit will also follow to only one (1) site in Stutterheim which will be used as an example to show respondents what a high site look like. Attendance is compulsory and failure to attend will disqualify submissions from evaluation.

The compulsory information briefing session will start punctually at 09h00 and Respondents must please ensure that they arrive on time to prevent any delays.

Details of the compulsory information briefing session:

Date: 21 July 2016
Venue: TFR Infra Depot
1A Cambridge Street
East London
Time: 09h00 until approximately 10h00

NB: The compulsory site visit will follow immediately after the information briefing session to Stutterheim until approximately 13h00. All respondents attending the information briefing session and site visit must please take note that the TFR high-sites are only accessible by a LDV or 4X4 vehicle due to bad road conditions.

For directions to the information briefing session, Mr. Lionel Korte may be contacted on telephone number 043 – 700 2412 or cell: 083 461 3153

The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". **It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.**

Quotations which must be completed as indicated in Section 3 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
Ground 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/53968
Description	: Cutting of Grass at 11 ER High Sites
Closing date and time	: 02 August 2019 at 12:00
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.

- 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.

10 SPECIFICATION/SCOPE OF WORK

Scope of work:

Transnet Freight Rail requires a grass cutting service to their Radio High Sites on an as and when required basis over a period of 24 months. The successful service provider will have to supply the material, labour, transport and consumables of any description, which may be necessary for the proper completion of the contract work, in accordance with the specifications.

Site Information

The TFR Radio high-sites are situated between East London and Springfontein as follows:

NOTE: ALL DISTANCES ARE APPROXIMATE KM'S

TOWN	distance from	KM
STUTTERHEIM	East London	80
CATHCART	East London	130
QUEENSTOWN	East London	190
STERKSTROOM	East London	255
BURGERSDORP	East London	340
BETHULIE	East London	440
SPRINGFONTEIN	East London	495

Site	Lat	Long	Kilometers	distance from	type of vehicle access
Lonetree - LTR	32 54 01.8	27 38 38.1	30	East London	LDV
Dohne Peak - DH1	32 30 30.1	27 24 08.7	30	Stutterheim	4X4
Hobbs Hill - HH1	32 16 46.3	27 08 33.4	5	Cathcart	LDV
Madeira - MD1	31 52 18.7	26 49 50.2	13	Queenstown	LDV
Sterkstroom - STS	31 34 04.5	26 33 03.0	255	East London	LDV
Lopersberg - LB1	31 25 51.9	26 26 16.6	45	Sterkstroom	LDV
Stormberg- -SJR	31 16 56.9	26 17 28.7	25	Molteno	LDV
Wolwekop - WK1	30 56 21.2	26 15 12.5	13	Burgersdorp	LDV
Bethulie Comm Building	Next to Bethulie Station		440	East London	LDV
Bethulie High Site	30 28 16.6	26 01 00.6	12	Bethulie	LDV
Signal Hill - SFG	30 16 12.7	25 46 07.4	5	Springfontein	LDV
Driekuil	30 28 23.0	25 34 36.5	30	Springfontein	LDV
Oranjekrag	30 36 47.8	25 29 39.0	70	Springfontein	LDV
Colesberg	30 45 13.0	25 02 39.5	85	Springfontein	LDV
Platberg	30 43 30.2	25 08 13.3	15	Colesberg	LDV
Wildfontein	30 59 49.1	24 51 56.5	55	Colesberg	4X4
Windy Ridge	32 45 08.0	27 14 28.1	140	East London	4X4
Essex	32 00 29.1	27 00 13.3	20	Queenstown	LDV

NB: A site visit/inspection will be conducted by TFR to only one high site at Stutterheim and will be used as an example of what a high site look like. The bidder will still be responsible to conduct their own site inspections to the other high sites for costing purposes.

PARTICULAR SPECIFICATION

PARTICULAR SPECIFICATION	Requirements inside site perimeter fence (Yard)		Requirements outside site perimeter fence		DETAIL	LOCATION	Total area per site
	Area m ²	Grass Cut	Area m ²	Grass Cut			
Lonetree			700	X	Cut parking area (10x10) and access rd (3x200)	5km Past Fort Jackson on Back Rd	700
Dohne Peak	1635	X	202	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Stutterheim area off the N6 north	1837
Hobbs Hill	910	X	151	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Cathcart area off the N6 north	1061
Madeira	1254	X	205	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Queenstown area off the N6 north	1459
Sterkstroom yard and tower	444	X	80	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Sterkstroom near station	524
Lopersberg	904	X	148	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Molteno area 8km on road north of Dordrecht	1052
Stormberg	596	X	145	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	49 km from Burgersdorp on divisional gravel road	741
Wolwekop	819	X	143	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	10km outside Burgersdorp on the Venterstad road	962
Bethulie Comm Building	310		80	X	Gravel stone yard cover - REMOVE weeds	Bethulie area	390
Bethulie High Site	942	X	155	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	2,5km from R390 turn-off	1097
Signal Hill	2090	X	182	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Springfontein area	2272
Driekuil	41		88	X	Gravel stone yard cover - REMOVE weeds. Cut 1m strip around outside of perimeter fence.	28 km from Springfontein	129
Oranjekrag	1387	X	151	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	51 km from Springfontein	1565
Colesberg LS	30		55	X	Gravel stone yard cover - REMOVE weeds. Cut 1m strip around outside of perimeter fence.	Colesberg Stn	85
Platberg	1453	X	182	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	5km South of Colesberg on N1	1635
Wildfontein	1135	X	162	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	43 km from Colesberg on N9	1295
Windy Ridge	500	X	72	X	Cut 1m strip along (47m) outside of perimeter fence and 25 sqm in front of site entrance	14 km from Stutterheim on R30	612
Essex (MTN Site)			600	X	Access rd (200m) to be cut	Near N6 / R61 Bridge	600

CLEANING AND CLEARING:

The works include the following:

- The length of the grass shall be cut with a weed eater to maintain the height of the grass between 15 and 30mm
- All trimming around buildings and fences. Woody vegetation included
- Remove of all weeds in yards
- Cleaning and removing of litter such as paper and tins etc., in the yard areas. All refuse must be removed and dumped at an approved municipal dumpsite
- Cutting of grass in the "middle mannetjie" (between concrete strips) and 1m on either side of the concrete at the following high sites (see attached example picture below)
 - Madeira 100m
 - Wolwekop 1100m
 - Bethulie 1700m
 - Driekuil 400m
 - Oranjekrag 1600m



Example picture of grass to be cut i.e. "middle mannetjie" and 1m both sides of concrete

- **INCOMPETENT EMPLOYEES**

Any person employed by the contractor on the Works, who is, in the opinion of the Project Manager incompetent, or who may act in such an improper manner, may be discharge from the works by the Project Manager. Such a person shall not again be employed on the works without the permission of the Project Manager.

- **TIME TO COMPLETE THE WORK**

- The contractor shall indicate herein the duration he requires to complete the work per service to the sites, but the period shall be preferred to be not be longer than 3 weeks
- The contractor shall be required to complete the work per service in this period, as given. This period includes weekends, public holidays and statutory holiday periods.
- Failing completion of the work within the period 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 R 500.00 (five hundred rand) for every day or part thereof during which the works remain incomplete.

- **RISK ASSESSMENT:**

- # Employees of contractor to wear safety vest at all times on the site.
- # 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 chainsaws.
- # No open fires are allowed on the site.
- # The successful contractor must submit a complete safety file and a copy must be submitted to Transnet (Project Manager) for safe keeping and further reference
- # The contractor shall provide full time supervisor on the site.
- # Site diary must be kept daily and be on site at all times.
- # All plant operators to be trained on plant that he/she is operating.
- # All work to be carried out in accordance to the health and safety act.
- # Medical Surveillance Certificates of Fitness Records will be required.
- # A safety induction will be conducted with the successful bidder by TFR before any contract work can commence.

- **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 of, incidences that have occurred, what work is to be done on that day, etc.

Program & 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 program must be agreed to (in the site instruction book) before any work will be allowed to commence. The program may 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 Manager.

- **CLEARING OF SITE**

The Contractor shall provide for cleaning up and sorting all rubbish including grass 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.

- **ESCALATION**

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

- **SAFETY PRECAUTIONS AND INSURANCE**

Damage to Transnet freight rail Assets and liability, the contractor shall provide the insurance for the following: -

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

- **REQUIREMENTS FOR THE PROJECT**

The following are the minimum requirements necessary to successfully execute the required work / project:

- **Suitable Vehicle (LDV or 4X4) to transport personnel, material and equipment**
- **1 x Chain saw**
- **1 x Team of at least 4 workers plus supervisor**
- **4 x Weed Eaters / Edge Cutters**

- **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.
- All quantities and measurements to be check on site by tenderer
- After every cut and cleaning the appointed project manager must sign the invoice off that the work was satisfactory completed and done in accordance with the specification.

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 103 056**

"PREVIEW COPY ONLY"

<u>RFQ FOR THE PROVISION OF:</u>	CUTTING OF GRASS AT VARIOUS TFR RADIO HIGH-SITES BETWEEN EAST LONDON AND SPRINGFONTEIN ON AN AS AND WHEN REQUIRED BASIS
<u>CLOSING VENUE:</u>	TRANSNET SOC LIMITED SECRETARIAT OF THE ACQUISITION COUNCIL, ADMIN SUPPORT OFFICE TENDER BOX, GROUND FLOOR FOYER, FC STURROCK BUILDING, FLEMING STREET, PORT ELIZABETH
<u>CLOSING DATE & TIME:</u>	02 AUGUST 2016 @ 12h00
<u>VALIDITY PERIOD:</u>	90 (NINETY) 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
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria if any must be met and whether the Bid materially complies with the scope and/or specification given:
Functionality Threshold	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% . The technical evaluation will be as follows: Method Statement (Complete work plan w.r.t. the required specification) <ul style="list-style-type: none"> • Technical Capacity/Resources (Detailed breakdown i.r.o. of team, vehicles, equipment and experience) • Delivery Schedule (Confirmation on duration and work rate per service) • Health & Safety Plan (Submission of a detailed health and safety plan)
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] Days from the closing date of this RFQ.

This RFQ is valid until _____.

Returnable Document

13 Disclosure of Prices Quoted

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

YES NO

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	
Method Statement: (Submit a complete work plan w.r.t the required specification)	
Technical Capacity & Resources: (Submit a detailed breakdown i.r.o. team, vehicles, equipment and experience available to successfully complete the required work)	
Delivery Schedule: (Submit a detailed breakdown on duration and work rate in order to complete the required work on-time)	
Health & Safety Compliance: (Submission of a detailed health and safety plan)	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- SECTION 5 : Certificate of Attendance – Briefing Session & Site Visit	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

Returnable Document

Essential Returnable Documents	Submitted [Yes or No]
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	
VALID LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	

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.

Respondents to complete this section:

NAME OF RESPONDENT

PHYSICAL ADDRESS

.....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

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

"PREVIEW COPY ONLY"

Price Schedule

I/We quote as follows for the service required at the various TFR Radio high-sites (as & when required) for **YEAR 1**, excluding VAT:

GRASS CUTTING TO TFR RADIO HIGH SITES		
DESCRIPTION	UNIT	RATE PER SERVICE (AS & WHEN REQUIRED)
Lonetree	Per Service	
Dohne Peak	Per Service	
Hobbs Hill	Per Service	
Madeira	Per Service	
Sterkstroom yard and tower	Per Service	
Lopersberg	Per Service	
Stormberg	Per Service	
Wolwekop	Per Service	
Bethulie Comm Building	Per Service	
Bethulie High Site	Per Service	
Signal Hill	Per Service	
Driekuul	Per Service	
Oranjekrag	Per Service	
Colesberg LS	Per Service	
Platberg	Per Service	
Wildfontein	Per Service	
Windy Ridge	Per Service	
Essex (MTN Site)	Per Service	
ADDITIONAL EXPENSES PER SERVICE TO ALL SITES		
Travelling	Sum	1
Accommodation	Sum	1

Time period to complete the required work per service to all sites: _____ [weeks]

Respondent's Signature

Date & Company Stamp

Returnable Document

I/We quote as follows for the service required at the various TFR Radio high-sites (as & when required) for **YEAR 2**, excluding VAT:

GRASS CUTTING TO TFR RADIO HIGH SITES		
DESCRIPTION (NAME OF RADIO HIGH SITE)	UNIT	RATE PER SERVICE (AS & WHEN REQUIRED)
Lonetree	Per Service	
Dohne Peak	Per Service	
Hobbs Hill	Per Service	
Madeira	Per Service	
Sterkstroom yard and tower	Per Service	
Lopersberg	Per Service	
Stormberg	Per Service	
Wolwekop	Per Service	
Bethulie Comm Building	Per Service	
Bethulie High Site	Per Service	
Signal Hill	Per Service	
Driekuil	Per Service	
Oranjekrag	Per Service	
Colesberg LS	Per Service	
Platberg	Per Service	
Wildfontein	Per Service	
Windy Ridge	Per Service	
Essex (MTN Site)	Per Service	
ADDITIONAL EXPENSES PER SERVICE TO ALL SITES		
Travelling	Sum	1
Accommodation	Sum	1

Time period to complete the required work per service to all sites: _____ [weeks]

Notes to Pricing:

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

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:

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

Section 5

CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION & SITE VISIT (STUTTERHEIM)

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the information briefing session in respect of the proposed service to be rendered in terms of this RFQ on2016.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

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**RFQ FOR THE PROVISION OF
CUTTING OF GRASS AT VARIOUS TFR RADIO HIGH-SITES BETWEEN EAST LONDON
AND SPRINGFONTEIN ON AN AS AND WHEN REQUIRED BASIS**

RFQ: PTH/53968

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;

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- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.

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- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety
 - Close Corporations
 - Company (Pty) Ltd
- (v) Describe Principal Business Activities
.....
.....
.....
.....
.....
- (vi) Company Classification [TICK APPLICABLE BOX]
 - Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

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BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:

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