



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] NO CRAC DNR 18403

FOR THE SUPPLY OF: GROUND MAINTENANCE NORTHERN NATAL STATIONS

FOR DELIVERY TO: NORTHERN NATAL STATIONS

ISSUE DATE: 11 AUGUST 2015

SITE MEETING Compulsory: 28 AUGUST 2015 10H00 NEWCASTLE STATION

CLOSING TIME & DATE: 3 SEPTEMBER 2015 AT 10H00

SAFETY VEST AND SHOES TO BE WORN TO SITE MEETING

PCO FROM DEPT OF AGRICULTURE REQUIRED (INDUSTRIAL WEED CONTROL)

Section 1

NOTICE TO BIDDERS

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

METHOD: Hand Deliver- Courier at Tender Box

CLOSING VENUE: Chairperson Transnet Freight Rail Acquisition Council
100 EEL ROAD
BAYHEAD
DURBAN.4001

1 Responses to RFQ

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

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

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

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

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

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

2.1 B-BBEE Improvement Plan Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

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: R FRANKISH Email: Bobby.Frankish@transnet.net
Telephone: 031 361 6045

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 031 3614123 Or 031 3614023 e mail: tftendersdurban@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.

10 Specification/Scope of Work

See the 4 Pages of Specification pages inserted. A1-A2-A3.

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

TIP-OFFS ANONYMOUS: 0800 003 056

CLOSING VENUE: 100 EEL ROAD BAYHEAD URBAN 4001

CLOSING DATE & TIME: 10H00

VALIDITY PERIOD: 90 DAYS Business Days

"PREVIEW COPY ONLY"

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 and valid PCO Certificate from Dept of Agriculture Industrial Weed Control.	

- 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	
- 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 /Certified copy of valid Tax Clearance Certificate from SARS.	
- Original / Certified copy valid Letter of Good Standing from DEPARTMENT OF LABOUR.	
- Original/Certified valid copy of PCO Certificate from Dept. of agriculture. Industrial Weed control.	

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.

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 goods required, on a "delivered nominated destination" basis, excluding VAT: As per specification page 4.

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Ground Maintenance Northern Natal Stations	PER SERICE	10		

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

Notes to Pricing:

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

- a) 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.

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

Respondent's Signature

Date & Company Stamp

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

Respondent's Signature

Date & Company Stamp

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:	

SPECIFICATIONS 2015- 2017 NORTHERN NATAL STATIONS - 93 500m2

WYKOM SIDING 12 500m2 -

The areas cover the cutting of grassed areas by means of brush cutting. This excludes chemical mowing. Trees / shrubs on platforms to be trimmed back within 5 meters of side of track.

Alien weeds to be eradicated.

Simultaneous control of Noxious Weeds with a registered herbicide in consultation with the Transnet Horticulturist.

Open Land:

The cutting of veld grass, small shrubs, herbaceous and other undesirable or unwanted plant growth on open and unutilized land.

Mechanical cutting of noxious weeds and spraying of re-growth with registered herbicides in consultation with Transnet Horticulturist, to be included in quote price.

All litter/refuse to be disposed of at a legal registered dump/landfill site.

NGAGANE STATION 6000m2 - SPECIFICATIONS

Cut platform and ballast side of the track from Mast pole 76.9 to mast-pole 76.16 (300m lengths each)

The area covers the cutting of grassed areas by means of brush cutting.

This excludes chemical mowing.

Trees/Shrubs to be trimmed back 5 m from track and poisoned.

Alien weeds to be eradicated using registered herbicides in consultation with Horticulturist.

BALLENGEICH 15 000m2 - SPECIFICATIONS

Cut Platform area in centre of track and area between access road and track on houses side.

Mast pole 79/5 North side to Mast pole 79/14 on South Side.

The cutting of veld grass, small shrubs, herbaceous and other undesirable or unwanted plant growth on open and unutilized land. Open land areas to be cut a maximum of 12cm

Mechanical brush cutting of noxious weeds and spraying of re-growth with registered herbicides in consultation with Transnet Horticulturist, to be included in quoted price.

All litter/refuse to be disposed of at a legal registered dump/landfill site.

This excludes chemical mowing.

Eradication of Noxious Weeds with a registered herbicides in consultation with the Transnet Horticulturist.

Spraying of Glyphosate based herbicide around fence lines, trees, roadsides verges and paved area.

SPECIFICATIONS HATTINGSPRUIT STATION 3, 500 m2

Cut from mast pole no: 107/17 to mast pole no: 108/8 All areas on station platform area.
Trim back shrubs within 5 metres edge of track.
Substation opposite mast pole 107/20 cut metres around building fence. Alien weeds to be eradicated.

SPECIFICATIONS

DANNHAUSER STATION CATTLE KRAAL & PLATFORM AREA 28 500 m2

Cattle Kraal: Cut from Road Bridge over railway line on town side past the food shed on the cattle kraal side to M/P S 16. Both sides of track between the fence line and the dirt road.

Embankment: cut the complete embankment below the tar road between Road Bridge over rail on town side and the foot bridge over the main line. (M/P 97/15) Noxious weeds are to be eradicated.

Platform: cut the platform area between M/P97/16 to M/P 97/22 end to end. The area covers the cutting of grassed area by means of brush cutting, this excludes chemical mowing. Simultaneous control of Noxious Weeds with a registered herbicides in consultation with the Transnet Horticulturist.

Specifications – WASBANK -28 000 m2

Cut 25m or fenceline to fenceline either side of the track including platform.

Mastpole 140/3 to Mastpole 135/17

Trees/shrubs on platform to be cut and poisoned.

Any trees adjoining the track to be cut back to within 5 metres of track.

Alien weeds (wattle, Poplar, Robinia, Bugweed, Syringa and Gum) to be eradicated by means of hand painting with herbicide and diesel in consultation with the Transnet Horticulturist. Trees to be trimmed up 2m above ground level.

General Conditions for all areas

The Work shall be completed in the allocated month from date the date written notification me/us of the acceptance of this tender.

A penalty for late completion of R200.00 per calendar day will be payable in terms of clause 1 of the General Conditions of Contract.

Payment will be made within 30 days after certification of the certificate of completion by Transnet Supervisor.

The area covers the cutting grassed areas by means of brush cutting. This excludes chemical mowing.

Simultaneous control of Noxious Weeds, with a registered herbicides in consultation with the Transnet Horticulturist.

Open Land:

The cutting of veld grass, small shrubs, herbaceous and other undesirable or unwanted plant growth on open and unutilized land. **Open land areas to be cut to a maximum of 10 cm.**

Mechanical cutting of noxious weeds and spraying of re-growth with registered herbicides in consultation with Transnet Horticulturist, to be included in quoted price.

CONTRACTOR Tender price per cut

CONTRACTOR TENDERS PRICES LIST FOR GROUNDS MAINTENANCE

CONTRACTOR TO SUPPLY ALL THE NECESSARY MACHINERY AND LABOUR.

Each cut to comply with specs through the year. All areas have been shown to the contractors, excess grass cutting and noxious weeds are to be removed to an official dumpsite.

The making of fires on Transnet property is strictly forbidden.

Please contact Glenn (033) 897 2162 cell: 072 844 7630 for any clarity required.

All invoices to state name of area, purchase order number and date of completion, to be forwarded to Horticulturist, Boughton Pietermaritzburg and be addressed to Transnet Freight Rail, P.O. Box 8621 Johannesburg, 2000.

Inspection will take place in the first 10 working days of the following month. No payment will be released without inspection and certification having undertaken. **Prices are per specified month.**

Please date invoice for the day the maintenance is completed.

Contractors to supply valid email address or fax number in order that correspondence can be promptly dealt with.

It is the contractor's responsibility to maintain the relevant areas as per specs throughout the year.

Please note that the onus rest with the contractor to ensure that all contract documents are read and understood in full.

Invoice must state purchase order no. place and month when cutting was done and be invoiced to Transnet Enviro Services. With the immediate effect all contractors working on or near the rail track must wear reflective clothing at all time. In addition hard hats with visors and safety footwear are necessary. A contractor who is required to cross the track at any time during the duration of his contract must be protected by flagmen with a white flag 600m on either side of the work site warning trains of people working on the track. If this is not adhered to Transnet Inspector can order workers off the site.

Contractor to submit name and contact details of on-site DESIGNATED SUPERVISOR for the contract in writing and to notify Horticulturist in writing he/she is changed during the course of the contract

The area is to be cut as follows: , November, December 2015, January, February 2016, April 2016, May, November 2016, December 2016, January 2017, February 2017

(10 cuts)

Addendum for GARDEN Maintenance

Contractors to supply a highlighted summary addressing the below as part of their submission of tender documents. (Complete the next two pages and submit the relevant copies)

THE THRESHOLD TO QUALIFY WILL BE ~~80%~~ **80%**

Prequalifying criteria	Specification	Points allocated
Technical ability	<u>Ability of contractor to do and manage the work.</u> Contractor to state e.g. types of relevant vehicles, machinery and equipment that they have on hand. Contractor to state where the company HQ is located.	15 5 Total max 20
Compliance to specification	<u>Understanding of job requirements and application</u> Contractor to state what equipment he intends using, period of time he envisages it taking using how many personnel in order to complete a weekly job cycle. Registered application rates of herbicides being used.	25 5 Total max 30
Key Personnel operators identification	Operator's certificates relevant to mechanically driven machinery and weeds spraying First Aider (named) On site Supervisor – named	10 5 10 Total max 25
Previous work experience	<u>Relevant to vegetation control</u> Previous experience within a Rail way track Safety Environment 4 years or more (Supply Project Managers contact details as reference) 2-3 years 1-2 years No experience	10 15 10 05 0 Total max 25

SUPPLY SUPPORTING DOCUMENTATION.

Contractor submission (to be completed by contractor and returned with document)

TECHNICAL ABILITY

The company has the following assets available relating to the contract:

	Amount
Vehicles	
Heavy-duty trucks,	
LDV's	
Machinery	
Brush cutters	
Chainsaws	
Lawnmowers	
Equipment	
Knapsack sprayers	
Firefighting gun	
Motorised sprayers	
Geographical	
Company head quarters (Physical Address)	

COMPLIANCE TO SPECIFICATIONS

Does the contractor understand what he is going to be required to budget for the contracted sites?
How many personnel he intends using, what kind of equipment he envisages and over what period of time they estimate will be required in order to complete one monthly cycle.

Vehicles	number of operators	period of time per cycle
Heavy-duty trucks,		
LDV's		
Machinery		
Brush cutters		
Chainsaws		
Lawnmowers		
Equipment		
Knapsack sprayers		
Firefighting gun		
Motorised sprayers		
Herbicide	Registered application rate	
Glyphosate		
Triclopyr & diesel		

Contractor submission (to be completed by contractor and returned with document)

KEY PERSONNEL OPERATORS IDENTIFICATION

Supervisor

Name		
ID Number		
Contact details		
	No. of Staff certified	
Brush cutter operators certificate		Please attach copies
Chainsaws operator certificate		Please attach copies
Herbicide operator certificate		Please attach copies
Drivers licence code		Please attach copies

PREVIOUS WORK EXPERIENCE

Transnet			
References,	Contact details	Vendors code	year
1)			
2)			
Other organisations	name	Contact details	Year
Name of company			
Reference person			
Name of company			
Reference person			
Name of company			
Reference person			