

RFQ NUMBER
CENTRAL/JHB/34/2009

DESCRIPTION

**GARDEN MAINTENANCE
AT GEORGE GOCH FOR A
PERIOD OF ONE YEAR**

ISSUE DATE: 17 JUNE 2009

**CLOSING DATE: 30 JUNE 2009
(10H00)**

INFORMATION SESSION :24 JUNE 2009

TIME :11H00

VENUE :N0.1 HOUT STREET

GEORGE GOCH

TRACK TESTING CENTRE

**CLOSING VENUE: (TENDER BOX) ALLOCATED AT THE CHAIRPERSON TRANSNET
FREIGHT RAIL, ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1
21 WELLINGTON ROAD PARKTOWN, JOHANNESBURG.**

REQUISITION FOR QUOTATION

MESSRS:

ADDRESS :

Tel (011)
 Fax (011)

ISSUE DATE 17-06-09

CLOSING DATE 30-06-09 (10h00)

SUPPLY CHAIN SERVICES
Contact : GLADYS CELE
TEL: (011) 584-0597
FAX: (011) 774-9828

Prices in South African currency, including all costs.

to consignee

ITEM NO:	DESCRIPTION	
	GARDEN MAINTENANCE AT GOERGE GOCH FOR A PERIOD OF ONE YEAR.	
	INFORMATION SESSION AND SITE INSPECTION WILL BE HELD AT No. 1 Hout Street, George Goch, Jeppestown. Track Testing Centre	
	Please Quote As per Specification Attached (Annexure A)	
1	TOTAL PRICE FOR THE PROJECT PER MONTH	R
	TOTAL PRICE FOR THE PROJECT FOR THE YEAR	R
	NB : PLEASE ATTACH YOUR REFERENCES FOR THE WORK PREVIOUSLY DONE	

PREVIEW COPY ONLY

GENERAL CONDITIONS OF CONTRACT

1. The Contractor shall carry out the work in accordance with the attached Contract Specifications and in thorough and workmanlike manner. The final acceptance of the work rests with Transnet Freight Rail's Manager at the Track Testing Centre, Jeppestown.
2. The Contractor shall supply all necessary labour, tools, equipment and material.
3. Should Transnet Freight Rail provide or make available any material and/or equipment, the Contractor shall be responsible for the correct and economical transport, storage and usage thereof. The cost of any loss or damage to Transnet Freight Rail equipment other than normal wear and tear, and any uneconomical usage or loss of material provided by Transnet Freight Rail, will be recovered from the Contractor.
4. If the property was not serviced according to the contract for a period of 2 weeks the monthly service fees must be calculated according to the ratio between weeks serviced vs. weeks not serviced to determine the monthly service charge for that month.
5. No transport concessions will be allowed.
6. The obligation to look after the contract work and everything connected there within shall rest solely with the Contractor who shall take all necessary precautions to protect the public, the property of the public and the property and personnel of Transnet Freight Rail and all other persons, from injury, and to protect adjoining properties from trespass or damage during the progress of the work. In Contracts not exceeding R55 000.00 the Contractor shall also be liable to compensate any person who may suffer damages recoverable in law from the Contractor and/or from Transnet Freight Rail by reason of the said work, and hereby indemnifies Transnet Freight Rail Limited against any claims that may be made by any person whatsoever in respect of contracts in excess of R55 000.00 public liability insurance will be arranged by Transnet Freight Rail's cost. The insurance will be maintained for the duration of the contract, and until expiry of the maintenance period in the joint names of Transnet Freight Rail and the Contractor.

7. (a) The Contractor shall comply with the Workman's Compensation Act. 1941, and any amendment thereof.
- (b) The Contractor undertakes to carry out its obligations in accordance with the Machinery and Occupational Safety Act. 1993 (Act 85 of 1993) and Regulations and to comply with all requirements of the Act. The Contractor also undertakes to comply with the Safety Rules of Transnet Freight Rail, as adopted from time to time. A copy of which can be obtained from the relevant project leader.
- (c) The Contractor shall at his own cost comply with the provisions of all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed thereunder which are applicable to the work to be undertaken.
8. If the Contractor suffers delay or incurs extra expense as the result of delay on the part of Transnet Freight Rail in supplying such material as are to be provided by it, or from any other cause, the Contractor shall inform Transnet Freight Rail within 24 (twenty-four) hours of the commencement of the delay, and may, within 7 (seven) days after such delay has ended, apply in writing to Transnet Freight Rail for extra time and/or extra payment and Transnet Freight Rail shall after investigation grant such extension of time and/or authorise payment of such sum as is considered reasonably adequate to cover the delay or to compensate for the extra expense suffered by the Contractor. Transnet Freight Rail will grant such extension of time and/or authorise the payment of such sum as Transnet Freight Rail, in its sole discretion, considers adequate to cover the delay suffered or to compensate for extra expense incurred.
9. The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet Freight Rail to cancel the contract forthwith.
10. Any amount certified by the Manager as being recoverable from the Contractor in terms of any of the preceding clauses may, without prejudice to any other legal rights which Transnet Freight Rail may have, be deducted from any moneys due to the Contractor by Transnet Freight Rail whether under this contract or from any source whatsoever.
11. On completion of the work, the Contractor shall inform the Manager who will arrange a final inspection. If the work has been completed to his satisfaction, the Manager will issue a completion certificate and arrange payment of all moneys due to the Contractor by TRANSNET FREIGHT RAIL.
12. Transnet Freight Rail may order alterations, extras, additions to or omissions from the Works. The Contractor shall carry out or give effect to such orders from Transnet Freight Rail. The rates for such work shall be agreed between the Contractor and Transnet Freight Rail and where possible rates quoted in the schedule of quantities shall form the basis, as far as may be reasonable, of such agreement.

TRANSNET FREIGHT RAIL LTD.

GARDEN MAINTENANCE

1. The Contractor hereby undertakes to maintain the premises. This includes the following:

a) Planted Area (Excluding parking area)

- i) Cultivation & Weeding : All areas will be kept free of weeds at all times.
- ii) Pruning : General pruning will be carried out throughout the year.
- iii) Fertilisers : This will take place three times per annum with VITAFLOA 20gm /m², **MID FEB:AUG:DEC.**
- iv) Pest and Diseases : This will constantly be monitored and treated as and when necessary
- v) Tree stakes : These will be firmed with soil and retied as and when necessary
- vi) Litter/Rubbish removal : This will be done when necessary. The cost of the compost and soil will be charged according to section 4 and will be applied overtime.

b) Lawns (Excluding parking area)

- i) Mowing : As and when necessary to be kept short and neat at all times.
- ii) Edging : As and when necessary to be kept trimmed and neat at all times.
- iii) Fertilizing : (a) Will be fertilised using 2:3:2 twice per annum 20gm/m²
MID MARCH: MID AUGUST
(b) LAN to be applied twice per annum 10gm/m²
MID AUGUST: MID DECEMBER
(c) Will be fertilised using 3:2:1 three times per annum 20gm/m²
END JAN: MAY: OCTOBER
- iv) Top dressing : This will be done when necessary. The cost of the compost and soil will be charged according to section 4 and will be applied over time

c) Watering (Excluding parking area)

- i) Hand watering : Will be carried out using a drag line sprinkler system in areas where an automatic irrigation system is not working or is not installed.

d) Site inspection

- i) Garden Inspection : This will be carried out monthly by a qualified Horticulturist.

e) Cleaning of parking area

- i) Clean the parking area from weed. This will be done on request and will be charged according to item 4 (b).
- ii) Remove all scrap paper in the parking area, between rails, concrete sleepers and track material.
- iii) Clean water drainage area in corner of parking area from weed and scrap paper.

f) Entrance gate

- i) Remove weeds and scrap paper at entrance gate.
- ii) Remove weeds and scrap paper in museum area.

g) Laboratorium area

- i) Clean area from weeds and papers

h) Security area

- i) Clean the security area from weeds.

ii) Clean the security area from scrap papers

i) Paving Area

Keep paving clean of weeds. Included in monthly service.

2. The conditions of this Agreement do not include the cost of laying out new gardens and plants. Such work forms part of the contract and will be handled on and as and when required basis. A quotation will be required for such work. A written acceptance of the quotation must be given to the Contractor before commissioning of such work may take place.
3. In addition to the monthly service, any additional work that may be required monthly, in excess of the service specified in paragraph 2, shall be given the following rates.
 - a) Composting : The Contractor will monitor and advise when composting is necessary.
 - b) Weed control : The Contractor will monitor the parking area and will advise when weed control is necessary.
 - c) Top dressing : The Contractor will monitor and advise when top dressing is necessary.
 - d) Irrigation : Notification of any fault concerning the automatic irrigation system shall be made to the client in writing.
 - e) Rubble removal : The price for the removal of 1 (one) skip of rubble will be R .
The rubble will be in a format and size that can be handled by 2 people. (A sub-contractor may be used). In the case where the rubble can not be handled Transnet Freight Rail will place the rubble in the container.
 - 4.1. When the conditions specified in paragraph 3 and/or 4 apply and the expected extra cost exceeds the amount of R2 000,00 the Contractor will inform Transnet Freight Rail by letter of the anticipated cost and wait for written authorisation to proceed with the repair work.
 - 4.2. Travelling time: Travelling time to the Track Testing Centre by road must be included in item 5.
4. Payment for the service of equipment shall be made within 30 days of receipt of accounts supported by certificates, certified by an authorised officer in the employ of Transnet Freight Rail to the effect that the service of the equipment was carried out according to the contract.
5. The Contractor shall be held responsible for all Transnet Freight Rail property and equipment removed from site.
6. The Contractor shall submit invoices in triplicate
7. This Agreement may be terminated by one (1) month notice in writing given by either party.

- NB :
- Please attach a separate sheet stating how many employees you will utilise to perform the service.
 - Salary for each employee.
 - What kind of garden equipment you have which you will be utilising for this service.
 - Work previously done.

Adjudication Criteria :

Pricing

- Pricing Methodology

Technical

- References
- Provide equipment available
- Information Session Attended

BBBEE

- BBBEE Certificate & Detailed Scorecard

FRAUD HOTLINE

Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:

Hotline telephone: 0800 003 056

Email: transnet@tip-offs.com

Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

INFORMATION SESSION

Information session and site meeting will be held at the following venue:

- Time : 11h00
- Date : 24 June 2009
- Venue : Goerge Goch
- Town/City : Jeppestown

Information session is compulsory and companies not attending might be overlooked during the tender process.

Contact person for the information session and site visit attendance and directions:

Contact Person : Josia Meyer Tel.:011 773 6355.

1 ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of.....

Has/have today attended the information session in respect of the proposed:

.....

TRANSNET'S REPRESENTATIVE
REPRESENTATIVE

.....

TENDERER'S

DATE :.....

PREVIEW COPY ONLY

CENTRAL REGION :

NAME OF EMPLOYEE	Anthonie Erasmus
PHYSICAL OFFICE ADDRESS	Transnet Freight Rail Tender Advice Centre, Level 100, Carlton Centre, 150 Commissioner Street, Johannesburg
TELEPHONE NUMBER	(011) 308-3868
FAX NUMBER	(011) 308-3867
E-MAIL ADDRESS	Anthonie.Erasmus@transnet.net

PREVIEW COPY ONLY



TO: Procurement Manager
Supply Chain Services

RECOMMENDATION: SUPPLIER SELECTION PROCESS

VENDOR NO/NAME : _____

(i) PURCHASING VALUE R _____

(ii) SUPPLIER SELECTION METHOD WHICH WAS FOLLOWED
(PLEASE TICK ONE OF THE BLOCKS BELOW, I.T.O.. WHICH METHOD WAS APPLIED IN REGARD TO THE SUPPLIER SELECTION PROCESS)

	TENDER PROCESS PLEASE QUOTE REFERENCE NO _____ <i>(Copy of letter of award to be attached)</i>
	3 QUOTE SYSTEM IF 3 QUOTE SYTEM WAS FOLLOWED, PLEASE <u>ATTACH</u> COPIES OF THE QUOTES OBTAINED IN THIS REGARD
	CONFINED
	SINGLE SOURCE OF SUPPLY
	OTHER PROCUREMENT METHODS (PLEASE SPECIFY BELOW):

(iii) I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE RECOMMEND THE PROPOSED VENDOR CREATION/CHANGES

Name of Recommendation Officer	Grade	Date	Signature
		Y Y Y Y M M D D	

Tel No: _____ Fax No: _____

Internal Transnet Departmental Questionnaire

Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

Supplier's trading name			
Supplier's registered name			
Please indicate if the Supplier has a contract with sourcing Transnet OD	Yes		No
If yes please submit a copy of the letter of award			

a) What is being procured from the supplier?			
i. Products only	Yes		No
ii. Services only	Yes		No
iii. Labour only	Yes		No
iv. Mix of services and products	Yes		No
v. Mix of services and labour	Yes		No

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate SCS Cross Functional Sourcing Team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is "NO", please furnish reasons :

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

*I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER*

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
---------	--	-----	--

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)

NARROW BASED (NB)				BROADBASED (BBBEE)						
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE		
Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	
		Y	Y	Y	Y	M	M	D	D	



Supplier Declaration Form

Annexure D

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name					Bank Account Number		
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million	R5-35 million			> R35 million		
Does Your Company Provide	Products	Services			Both		
Area Of Delivery	National	Provincial			Local		
Is Your Company A Public Or Private Entity	Public				Private		
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes				No		
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate	Yes				No		
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ	Permanent				Part time		
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name				Designation			
Signature				Date			
Stamp And Signature Of Commissioner Of Oath							
Name				Date			
Signature				Telephone No.			

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

CHECK LIST : VENDOR RELATED REQUESTS

1. Is the "internal departmental questionnaire" (Section 1 – header portion as well as paragraph a) to c) properly completed and motivated?
2. Has the correct version of the Supplier Declaration Form (SDF) been used ?– **(latest version published on the TFR Intranet)**
3. Has the "SDF" been properly completed by the supplier?
4. Has the "SDF" been properly stamped and completed by a **Commissioner of Oath**?
5. Are the **company names** completed on the "SDF" vs. the documentation submitted (CIPRO documents, Tax Clearance Certificate, proof of banking details, etc) valid?
6. Is a letter with the company's **letterhead** confirming physical and postal addresses attached and are these details the same as those which had been submitted by the supplier on page 2?
7. Is a valid **original** or certified SARS **Tax Clearance Certificate** attached?
8. Is the **Original** or **certified** copy of SARS Vat registration certificate attached?
9. Is there valid **proof of banking details** (**original** cancelled cheque OR **original** letter from the bank with a bank stamped and signed)? NB Also note that the bank account no which has been furnished on page 2 of the "SDF" should be the same as on the proof of banking details.
10. Has the **tax withholding procedures** as stated in a newsflash dated 21 August 2007 been adhered to?
IMPORTANT NOTES: In this regard, please note that if the applicant supplier has declared in the appropriate space on the "SDF" that it:
 - has **3 or more** permanent employees in its employ, Section 1c) of the "internal departmental questionnaire" must be endorsed "**3 Or More Permanent Employees**".
 - has less than 3 permanent employees in its employ, Document B1 (SOLE PROPRIETOR) or Document C1 (COMPANY) should be completed and where applicable, the matter must then be submitted to the appropriate SCS Cross Functional Sourcing Team. The aforementioned documents are obtainable from the TFR Intranet as per address below
http://intra.spoornet.co.za/newintranet/Departments/finance/supply_chain_services/html/procurement-tax-withholding.htm
11. For validation of company registration info of the supplier: Are certified copies of the following attached (where applicable and depending on type of business):
 - Sole Trader** - **identity document**
 - CC** - **Certified copy of CK1 and/or CK2**
 - PTY** - **Certified copy CM9 and/or CM29**
12. **Start Up Enterprises (New Business Entities)**
 Start up businesses must provide confirmation from their Auditor/Accounting officer on:-
 - a. Date the business commenced trading;
 - b. Anticipated Sales turnover for the coming year; and
 - c. Percentage black ownership and black woman ownership
 The above will assist to establish the BBBEE status as either level 4 or 3.
13. For an **EME (Business with annual turnover ≤ R5m)**: Is a certified letter from an auditor / accountant confirming the supplier's most recent annual turnover and percentage black ownership attached? **(In case of a Sole Trader, which has no appointed auditor/accountant, he/she (Sole Trader) should submit a sworn affidavit to disclose the required information as indicated above).**
14. For a **QSE & LARGE supplier** (Business with an annual turnover ≥ R5m): Is a certified copy of the BBBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member) attached?
15. If the reply to **13 and 14 above, is no**, are certified copies of identity documents of shareholders / directors / members (where applicable) as well as share certificates of shareholders attached, as well as most recent financial statements?

Name of Recommendation Officer	Grade	Date	Signature
		Y Y Y Y M M D D	

Tel No: _____ Fax No: _____