



Transnet Freight Rail
A division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

TENDER SUBMISSION

TENDER /RFQ NO.: EMPSG236

1. Quotation must be submitted in Triplicate to allow us to do quick evaluation.
2. If posted the envelope must be addressed to the Chairman, Transnet Freight Rail Acquisition Council, PO Box 4244, Johannesburg, 2000.
3. If delivered by hand the envelope is to be deposited in the Transnet Tender Box which is located at the Main Entrance, Ground Floor, Inyanda House, 21 Wellington Road, Parktown, Johannesburg and should be addressed as follows: The Chairman, Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House, 21 Wellington Road, Parktown, Johannesburg, 2001.



Transnet Freight Rail
A division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER EMP236

**PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND
CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH
BETWEEN GELUKSPLAAS AND ELUBANA**

ONCE OFF

ISSUE DATE : 16 February 2010
CLOSING DATE : 23 March 2010
CLOSING TIME : 10h00
OPTION DATE : 18 May 2010

**Please note that late responses and those delivered or posted
to the incorrect address will be disqualified.**



RFQ NUMBER EMP5G236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

SCHEDULE OF DOCUMENTS

1. **Notice to Bidders**
2. **Background, Overview and Scope of Requirements**
3. **Quotation Form**
4. **Resolution of Board of Directors (Respondent's Representative)**
5. **Certificate of Acquaintance with RFQ Documents**
6. **Service Fees and Costs**
7. **General Tender Conditions (CSS5 – Services)**
8. **Standard Terms and Conditions of Contract (US7 - Services)**
9. **Certificate of Attendance of RFQ Briefing**
10. **Schedule of Plant and Equipment**
11. **Labour payment schedule**
12. **Schedule of the Tenderers Experience**
13. **Minimum communal health requirements in areas outside the jurisdiction of a local Authority: Temporary facilities for contractor's personnel**
14. **Safety arrangements and procedural compliance with the occupational health and safety Act (Act 85 of 1993) and applicable regulations**
15. **Addendum No. 1: to the E7/1 (July 1998) For works on, over, under or adjacent to railway lines and near high voltage equipment**
16. **Supplier Declaration Form Version 7.4**
17. **Principal Controlled Insurance**
18. **Code of Conduct**



SECTION 1

RFQ NUMBER EMPG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

NOTICE TO BIDDERS

1. 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 16 February 2010 the RFQ documents may be inspected at, and are obtainable from the office of Supply Chain Services, Room 201F, 2nd Floor, Malahle House Building, No. 4 Kiewiet Street, Empangeni (City), on payment of an amount of R50, 00 (Bank guaranteed cheques or cash only) per set to be made to Transnet Freight Rail at Standard Bank, Account Number 203158598, Branch Code 4805, Ref No. FRQ Number EMPG236. **The official Bank receipt(s) franked with the official Bank Stamp to be provided with the collection of a tender document. This amount is not refundable.**

Documents will only be available and must be collected until the **19 February 2010** before 15h00. (NB: No tenders will be issued after this deadline) For enquiries regarding collection of documents, contact the following person: Sophie Goldstone, Telephone No. 035 9067662 (Prospective tenderers are to fax through a copy of the deposit slip to 011 7749814, attention S.Goldstone to reserve a document)

Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.

2. A compulsory pre-Quotation site meeting will be conducted on the 23 February 2010, at the Transnet Freight Rail, 227 Mark Street, Boardroom, Vryheid 3100, at 10h00 for a period of ± 2 hours. Contact person Sean Roberts 034 9899423 (**Respondent to provide own transportation and accommodation**).

Respondents failing to attend the compulsory site meeting will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting.

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.



For specific queries before the closing of the RFQ, the following Transnet employee(s) may be contacted by email only:

Name : Sarah Assegaai
Division : Transnet Freight Rail
Phone No. : 011 584 0668
Email : Sarah.Assegaai@transnet.net

Or

Name : Wesley van Heerden
Division : Transnet Freight Rail
Phone No. : 011 584 0657
Email : Wesley.VanHeerden@transnet.net

3. Quotations in Triplicate must reach The chairperson, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: EMPG236
Description	: Provision of grass cutting and removal under fibre optic cable and clearing of grass around cable domes and adjacent to cable trough between Geluksplaas and Elubana
Closing date and time	: 23 March at 10h00
Closing address (refer options paragraph 4 below)	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to The Chairperson, Transnet Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET Freight Rail Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, and should be addressed as follows:



**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairman, Transnet Freight Rail and a signature obtained from that Office.

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 23 March 2010.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.



10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

TRANSNET fully endorses and supports the South African Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME’s.

TRANSNET consequently urges Respondents (Large enterprises and QSE’s – see below) to have themselves duly accredited by any one of the Accreditation Agencies [approved](#) by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2009.

12.1 Enterprises will be rated by such Accreditation Agencies based on the following:

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**

- Rating based on any 4 (four) of the elements of the BBBEE scorecard



- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
 - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Quotations the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

12.3 **Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.**

Turnover: Indicate your company's most recent annual turnover:

R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

12.4 The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant



entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBEE credentials.

12.5 The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBEE UNIQUE PROFILE NUMBER:

12.6 Failure to submit your BBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBEE evaluation.

13 COMMUNICATION

Respondents are warned that a response will be liable to 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 enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Chairperson of the Transnet Freight Rail Acquisition Council, at telephone number 011 308 3868 or fax no. 011 308 3867 on any matter relating to its RFQ response.

14 RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

15 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's latest audited financial statements;
 - Respondent's valid Tax Clearance Certificate.

16 COMPLIANCE



The successful Respondent (hereinafter referred to as the “**Supplier**”) shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

17 ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent’s place of work during this process.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS MAY RESULT IN A QUOTATION BEING REJECTED

18 DISCLAIMERS

Respondents are hereby advised that 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. In particular, please note that Transnet reserves the right to:

- modify the RFQ’s Services 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
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ’s closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract



Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

19 LEGAL REVIEW

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

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Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

PRIEVIEW COPY ONLY

Transnet urges its clients, suppliers and the general public to report any fraud or corruption on the part of Transnet's employees to TIP-OFFS ANONYMOUS : 0800 003 056



SECTION 2

RFQ NUMBER EMPG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

- Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

2. SCOPE OF REQUIREMENTS

2.1.1 Infra Telecoms is desirous to have vegetation cleared from its cable infrastructure. Grass present a severe risk to cable infrastructure which consists of;

- a) Fibre Optic cables which are, mostly, suspended from the overhead traction masts. Grass growing under these suspended cables must be cleared 3m on either side of said cables.
- b) Underground cables which are located in the servitudes next to the railway track. Grass around cable domes and in cable troughs must be dug/removed to ensure a clearance of 1m around them.

All grass must be cut to a height of not more than 30mm.



All grass cuttings must be removed from Infra Telecoms property completely and disposed of elsewhere.

2.1.2 SPECIFICATION FOR WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

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

2.1.3 ADMINISTRATION OF CONTRACT

The Contract will be administered by Infra Telecoms Project Manager Mr. Frans Moolman – Tel. No. 034 9899392 The Contractors shall co-ordinate all entry upon and or Private Land with the abovementioned officer.

2.1.4 DAMAGES

The Contractor shall be liable for all damages of whatever kind, which may result from him or his employees' operations, in the carrying out of this contract, whether through the result of negligence of himself, or his employees or any other person, or whether through assistant or howsoever arising, and hereby indemnifies Infra Telecoms in connection with any such claims or demand in all respects as through such settlement or decision has been effected by himself and shall also pay all sums; whether principal, interest or court awarded against. Infra Telecoms, in respect of any such claim or demands, and all costs and expenses to which Infra Telecoms may be put in investigating or contesting any such claims or demands.

2.1.5 PUBLIC LIABILITY INSURANCE

The Contractor is to have a Public Liability Insurance in the amount of R1 000 000 – 00 (1 Million Rand), of which a copy must be attached to the tender document. Failure to do so will preclude a Tender from consideration.

2.1.6 COMPLIANCE WITH STATUTES

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

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

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

2.1.7 PAYMENTS

The Contractor is to submit an approved invoice on completion of work. Payments will only be affected 30 days after receipt of statement.

2.1.8 COMPLETION OF WORK

The work is to be completed within six weeks from the time of notification. The Contractor will be entitled to work on Saturdays, Sundays and Public Holidays, but must obtain authority from the Manager



2.1.9 PENALTIES FOR LATE COMPLETION

Should the Contractor fail to complete the works by the date stipulated in the Contract, or such extended dates as may be allowed by Infra Telecoms, the Contractor shall pay penalties in the amount of R500-00 for each day or part thereof during which the works remain incomplete.

2.1.10 SITE ARRANGEMENTS

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

2.1.11 SUPERVISION

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

2.1.12 SITE DIARY

- The Contractor is to make use of a site diary (according to Appendix "I" of this document), which is to be updated on a daily basis, describing all activities for the day.
- The Site Diary, signed and certified by the Contractor, must be faxed to the Project Manager (034 9899423 tel), each Friday before 16:00.
- This site diary is to be available, on request, to the Project Manager who will, from time to time, visit the site/works.

3. GENERAL INFORMATION

It is required that all Transnet operating divisions will be included in the scope of this Quotation.

The service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

4. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.



(a) ZAR1.00 (South African currency) being equal to..... (foreign currency).
% in relation to tendered price(s) (.....) to be
 remitted overseas by Transnet.

(b) (Name of country to which payment is to be made)

(c) Beneficiary details :

Name (Account holder)

Bank (Name and branch code).....

Swift code

Country

(d) (Applicable date of Exchange Rate used)

5. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the "Supplier") shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFQ, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organization.

Accepted:

YES	
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NO	
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6. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.



- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 -
 -
 -
 - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days’ notice to the Supplier.

Accepted:

YES	NO
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7. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of Transnet to reduce the overall cost of transportation within South Africa during the duration of the contract.

Accepted:

YES	NO
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If “yes”, please specify

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent’s Quotation if there is insufficient space available.

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8. RISK

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

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(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

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(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

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(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 16 above)

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9. REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

10. EVALUATION CRITERIA

Transnet will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet’s business
- Service level guarantees
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References



- Fixed price for one year
- BBBEE status of company
- Country-wide network (national footprint)
- Additional value-added services

PRIEVIEW COPY ONLY



SECTION 3

RFQ NUMBER EMPG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

QUOTATION FORM

I/We _____

(name of company, close corporation or partnership)

of (full address) _____

carrying on business under style or title of (trading as) _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of Service Fees in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

Respondent's Signature

Date and Company Stamp



I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, 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.

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favorable Quotation.

I/We accept that any contract resulting from this offer will be for a period of **ONCE OFF** only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

VALIDITY PERIOD

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ (State alternative validity period/date).



TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company’s Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFQ is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

(iii) Full name(s) of director/member(s) Address/Addresses ID Number/s

Full name(s) of director/member(s)	Address/Addresses	ID Number/s
.....
.....
.....
.....
.....

REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company’s Registration Certificate with their Quotation.

Respondent’s Signature

Date and Company Stamp



NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information will have to be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

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

YES		NO	
------------	--	-----------	--

DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the Transnet Group:

YES		NO	
------------	--	-----------	--

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):



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

PRICE REVIEW

The successful Respondent(s) will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent’s price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet’s discretion or the particular item(s) or service(s) purchased outside the contract.

RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent’s Representative) - Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
Service Fees and Costs - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Certificate of attendance of RFQ Briefing – Section 9	√
Schedule of Plant and Equipment – Section 10	√
Labour payment Schedule – Section 11	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 18, as indicated in the footer of each page, must be signed and dated by the Respondent.



By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited 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.

SIGNED at _____ on this _____ day of _____ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 _____ 1 _____

2 _____ 2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

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SECTION 4

RFQ NUMBER EMP236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

SIGNING POWER: RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the supply of Goods.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

RFQ NUMBER EMPG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this ____ day of _____ 2010

WITNESS: _____

SIGNATURE OF RESPONDENT



SECTION 6

RFQ NUMBER EMPG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

SERVICE FEES AND COSTS

Section	Grass Cutting & Cleaning Around/In Cable Domes and Coax Cable Troughs	<u>Amount Excl. VAT</u>
A	Geluksplaas/Wonderfontein – Ermelo (159 Km)	
B	Ermelo – Piet Retief (100 Km)	
C	Piet Retief – Vryheid (175 Km)	
D	Vryheid – Umunywana (151 Km)	
	Total Excl.VAT	
	VAT	
	Total Incl.VAT	



SECTION 7

RFQ NUMBER EMPSG236

**PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING
OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN
GELUKSPLAAS AND ELUBANA**

ONCE OFF

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

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SECTION 8

RFQ NUMBER EMPSG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

Respondents should note the obligations as set out in Clause 19 of the General Tender Conditions (Section 7) which reads as follows:

"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."



SECTION 9

RFQ NUMBER EMPG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms of this RFQ on2009.

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.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



SECTION 10

RFQ NUMBER EMPSG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.



SECTION 11

RFQ NUMBER EMPSG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

Labour payment schedule

Tenderers are required to complete the following schedule:

DAY LABOUR (if required)

Skilled Hour _____
Unskilled Hour _____
Labourer Hour _____
Driver/Operator Hour _____
% Profit on Material _____

SUBCONTRACTOR/S

Supervisor/s Hour _____
Labourer/s Hour _____

TRANSPORT AND MACHINERY

RUNNING

STANDING

1. Light vehicle up to 1 ton
2. 5 Ton vehicle
3. 10 Ton vehicle with crane
4. Crane
5. Scaffolding
6. Generator
7. Other equipment:

8. Full details of any other charges:



SECTION 12

RFQ NUMBER EMPSG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed
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Respondent's Signature

35

Date and Company Stamp



SECTION 13

RFQ NUMBER EMP236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

- **Minimum communal health requirements in areas outside the jurisdiction of a local authority: Temporary facilities for contractor's personnel**

Refer Form E4B attached hereto.

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SECTION 14

RFQ NUMBER EMPG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

- **Safety arrangements and procedural compliance with the occupational health and safety act (Act 85 of 1993) and applicable regulations**

Refer Form E4E attached hereto.

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SECTION 15

RFQ NUMBER EMP236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

- **Addendum No.1: to the E7/1 (July 1998)**
- **For works on, over, under or adjacent to railway lines and near high voltage equipment (July 1998)**

Refer Form E7/1 attached hereto.

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SECTION 16

RFQ NUMBER EMP236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

Supplier Declaration Form Version 7.4

Refer Supplier Declaration Form attached hereto.

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SECTION 17

RFQ NUMBER EMPG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

Principal Controlled Insurance

Refer Principal Controlled Insurance attached hereto.

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SECTION 18

RFQ NUMBER EMPG236

PROVISION OF GRASS CUTTING AND REMOVAL UNDER FIBRE OPTIC CABLE AND CLEARING OF GRASS AROUND CABLE DOMES AND ADJACENT TO CABLE TROUGH BETWEEN GELUKSPLAAS AND ELUBANA

ONCE OFF

CODE OF CONDUCT

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