



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER EMP5G253 - 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND
SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

ISSUE DATE : 13 July 2010
CLOSING DATE : 03 August 2010
CLOSING TIME : 10h00
OPTION DATE : 3 NOVEMBER 2010

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



RFQ NUMBER EMP253 - 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

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. Schedule of Rates
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Certificate of Attendance of Information Briefing Session
10. Schedule of Plant
11. Labour payment schedule
12. Supplier Declaration Form Version 7.4
13. Code of Conduct
14. Diagram
15. Non-Disclosure Agreement

Respondent's Signature

2

Date and Company Stamp



SECTION 1

RFQ NUMBER EMP5G253 - 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

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 **13 July 2010** the RFQ documents may be inspected at, and are obtainable from the office of Transnet Tender Advice Center, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg. (Free of Charge)

2. A compulsory information briefing session will be conducted at, Infrastructure Boardroom, 227 Mark Street, Vryheid on the 26 July 2010, at 13h00
 - Respondents failing to attend the compulsory information briefing session will be disqualified
 - Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
 - Respondents to provide own transportation

The briefing session will start punctually at 13h00 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 : Sophie Goldstone
Division : Transnet Freight Rail
Phone No. : 035 906 7662
Email : Sophie.Goldstone@transnet.net



3. Quotations in Duplicate must reach The Secretary, 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	: EMP5G253 - 6303
Description	: PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS
Closing date and time	: 03 August 2010 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, 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 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
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, and a signature obtained from that Office.

**THE CHAIRPERSON
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 03 August 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' BBBEE credentials.

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

DTI BBBEE UNIQUE PROFILE NUMBER:
--

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

16. 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 QOUTATION BEING REJECTED**

17. 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.

18. LEGAL REVIEW

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

“PREVIEW COPY ONLY”



Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

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

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

“PREVIEW COPY ONLY”



SECTION 2

RFQ NUMBER EMP5G253 – 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

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

PART A : GENERAL

A.1 SCOPE OF WORK

- This contract covers the following work at Paulpietersburg Perway office and surrounding areas including the level crossing at Mkondo:-
- Cutting of grass.
 - Removal of grass cuttings.
 - Trimming of edges along pathways and walls.

A.2 SCHEDULE OF QUANTITIES

The quantities shown in the schedule are estimated and may be more or less than stated. The schedule is to be completed in Black Ink and all items are to be priced.

A.3 VALUE ADDED TAX

VAT at the ruling percentage shall be paid separately by on an add-on basis on the



value of work paid, should the Contractor be registered. Proof of VAT registration is to be submitted with the tender.

A.4 MANAGER

For the purpose of this contract, the Project Manager shall be the Depot Engineer, Infrastructure Maintenance, Vryheid or any person lawfully designated by him to act in that capacity.

A.5 DURATION OF CONTRACT

A.5.1 The Contract period shall be twenty four (24) months.

A.5.2 During the contract period, it is envisioned that the grass will be cut once every four (4) weeks during the summer, between December and May and September to November. During the period from May to August grass will be cut once every eight (8) weeks. The time of cutting will be during the first week of each month, unless otherwise instructed by the Manager via a written instruction.

A.5.3 The removal of grass clippings shall take place after each cut.

A.5.4 The cutting of the edges alongside pathways and next to walls will take place at the same time of each cut.

A.6 INCREASE OR DECREASE IN COSTS

A.6.1 A contract price adjustment factor to be determined in accordance with the formula described in A.8.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the sub-mission of tenders and before the date of completion. **The factor shall be rounded off to six decimal places.**

A.6.2 The contract price adjustment factor shall be -

$$(1 - x) \left(0.3 \frac{Lt}{Lo} + 0.3 \frac{Pt}{Po} + 0.4 \frac{Dt}{Do} - 1 \right) \quad \text{where } x = 0,15 \text{ and}$$

Lo, Po and Do are respectively labour, machinery and petrol fuel indices ruling for the calendar month two (2) months prior to closing date of the tender;

Lt, Pt and Dt are respectively labour, machinery and petrol fuel indices ruling for the calendar month two (2) months prior to the date of measurement.



A.6.3 The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by STATS South Africa.

A.8.3.1 *Lo* and *Lt* shall be the labour indices for KwaZulu Natal, other Urban areas (P0141.1 Table A).

A.8.3.2 *Po* and *Pt* shall be the price indices of Civil engineering plant (P0142.1 Table 12)

A.8.3.3 *Do* and *Dt* shall be the price indices of "Petrol, 93 octane - Coast" (P0142.1 Table 12).

A.6.4 When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

A.6.5 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

A.6.6 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

A.7 PAYMENT CERTIFICATES

Payment will take place as per clause 10 of the form US7.

PART B: PROJECT SPECIFICATION

B.1 SCOPE

This contract covers the following work at Paulpietersburg Perway offices and surrounding areas, including the level crossing at Mkondo:-

- Cutting of grass.
- Removal of grass cuttings.
- Trimming of edges along pathways and walls.
- Cutting of the grass at level crossings at Mkondo and Paul Pietersburg.

B.2 DEFINITIONS

B.2.1 Areas

The area to be cut is measured inside the boundary walls of the Perway offices and surrounding areas at the Line camp.



B.2.2 Level Crossings

The grass is to be cut at all level crossings as indicated on Diagram 1.

B.3 MATERIALS

The Contractor shall be responsible for the supply and safe storage of all materials required to do the work.

B.4 CONSTRUCTION

Further to what is stated in clause B.1 of the specification, maintenance of grassed areas may normally be required in areas around where buildings and people are resident. The Contractor shall make due allowance for work being carried out close to and near buildings and people. All machinery and equipment used by the Contractor is to comply with ACT 85 of 1993 as amended with regard to safe working procedures when cutting of grass.

B.5 TOLERANCES

B.5.1 Grass cutting

Grass to be cut down to a height not exceeding 100 mm.

B.5.2 Grass Edges

Edges around buildings and alongside walls are to be cut with a brush cutter. The height of the cut grass not to exceed 25 mm.

B.6. MEASUREMENT AND PAYMENT

B.6.1 Grass cutting

The unit of measurement shall be per square meter (m²). The rate will include all the costs of labour and equipment necessary for the cutting of grass as per item B.5.1.

B.6.2 Grass Edges

No separate payment will be made for the cutting of grass edges. This is to be included with the cutting and removal of cut grass.

Payment will take place after the grass has been cut and inspected by the Project Manager after each cut.

3. GENERAL INFORMATION

Respondent's Signature

Date and Company Stamp



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.

"PREVIEW COPY ONLY"

(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)	<u>Beneficiary details</u> : 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	
------------	--

NO	
-----------	--

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	
-----------	--

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	
----	--

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

“PREVIEW COPY ONLY”

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

8. RISK

Respondent’s Signature

Date and Company Stamp



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:

.....
.....
.....
.....

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

.....
.....
.....
.....

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

.....
.....
.....
.....

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

.....
.....
.....
.....

“PREVIEW COPY ONLY”



- Fixed price for one year
- BBBEE status of company
- Plant/Equipment available
- Additional value-added services

11. DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be caused by or arise out of the service.

12. INDEMNITY CLAUSE:

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

“PREVIEW COPY ONLY”



SECTION 3

RFQ NUMBER EMP5G253 - 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

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 **2 YEARS** 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

.....
.....
.....
.....
.....

“PREVIEW COPY ONLY”



REGISTRATION CERTIFICATE

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

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If YES, please indicate below:

Respondent’s Signature

Date and Company Stamp



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.

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



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	√
Schedule of Rates - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of RFQ Briefing – Section 9	√
Schedule of Plant – Section 10	√
Labour payment Schedule – Section 11	√
Supplier Declaration Form Version 7.4 – Section 12	√
Code of Conduct – Section 13	√
Diagram – Section 14	√
Non- Disclosure Agreement – Section 15	√
Transnet Supplier Declaration/Application	√
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)	√
Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)	√
Certified Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)	√
Certified Copy of Share Certificates of Shareholders, CK1	√
A Letter with the company’s letterhead confirming physical and postal addresses	√
Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate	√
A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member)	√
Letter of Good Standing with the Compensation Commissioner	√
Audited Financials for previous year	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 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 _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1	_____	1	_____
	_____		_____
2	_____	2	_____
	_____		_____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

“PREVIEW COPY ONLY”

NAME

DESIGNATION

Respondent's Signature

Date and Company Stamp



SECTION 4

RFQ NUMBER EMP5G253 – 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

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 EMP5G253 – 6303

**PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND
SURROUNDING AREAS**

FOR A PERIOD OF 2 YEARS

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 EMP5G253 – 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

SERVICE FEES AND COSTS

ITEM	REFERENCE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C.1	B.6.1	Cutting of Grass	m ²	196152		
SUB - TOTAL						
14 % VAT						
TOTAL						

“PREVIEW COPY ONLY”

 Respondent’s Signature

 Date and Company Stamp



SECTION 7

RFQ NUMBER EMP5G253 – 6303

**PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND
SURROUNDING AREAS**

FOR A PERIOD OF 2 YEARS

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”



SECTION 8

RFQ NUMBER EMP5G253 – 6303

**PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND
SURROUNDING AREAS**

FOR A PERIOD OF 2 YEARS

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.”

Respondent's Signature

32

Date and Company Stamp



SECTION 9

RFQ NUMBER EMP5G253 – 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

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 on2010.

“PREVIEW COPY ONLY”

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



SECTION 10

RFQ NUMBER EMPG253 – 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

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 EMP5G253 – 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

LABOUR PAYMENT SCHEDULE

Tenderers are required to complete the following schedule:

DAY LABOUR (if required)

Skilled Hour _____
Unskilled Hour _____
Labourer Hour _____
Driver/Operator Hour _____

SUBCONTRACTOR/S

Supervisor/s Hour _____
Labourer/s Hour _____

TRANSPORT AND MACHINERY

RUNNING

STANDING

1. Light vehicle up to 1 ton

2. Other equipment:

3. Full details of any other charges:



SECTION 12

RFQ NUMBER EMP5G253 – 6303

**PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND
SURROUNDING AREAS**

FOR A PERIOD OF 2 YEARS

Supplier Declaration Form Version 7.4

Refer Supplier Declaration Form attached hereto.

“PREVIEW COPY ONLY”



SECTION 13

RFQ NUMBER EMPG253 – 6303

**PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND
SURROUNDING AREAS**

FOR A PERIOD OF 2 YEARS

CODE OF CONDUCT

Refer Code of Conduct attached hereto.

“PREVIEW COPY ONLY”



SECTION 14

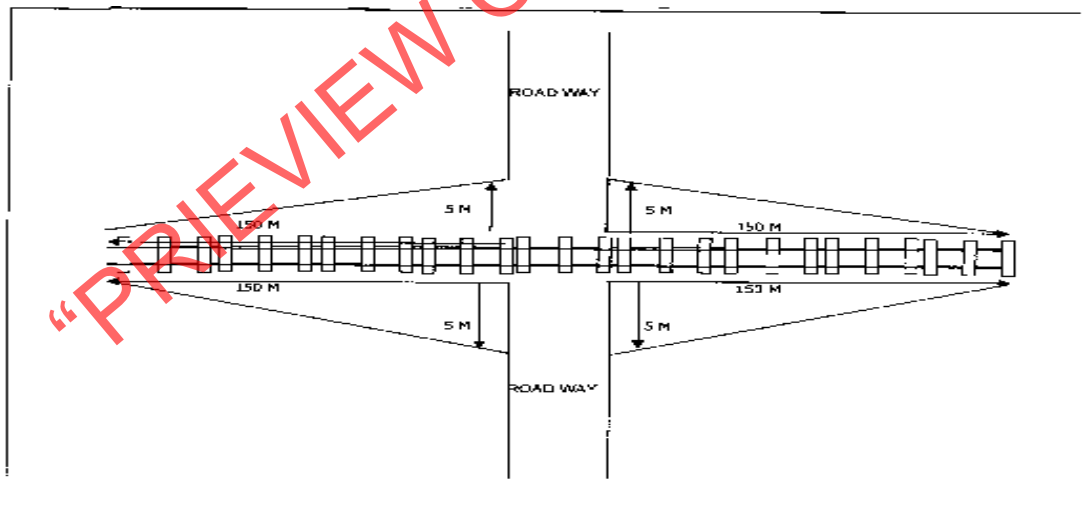
RFQ NUMBER EMPG253 - 6303

PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

DIAGRAM

LEVEL CROSSINGS





SECTION 15

RFQ NUMBER EMP5G253 - 6303

**PROVISION OF GRASS MAINTENANCE AT PAUL PIETERS BURG LINE CAMP AND
SURROUNDING AREAS**

FOR A PERIOD OF 2 YEARS

NON-DISCLOSURE AGREEMENT

Refer Non-disclosure agreement attached hereto.

“PREVIEW COPY ONLY”