



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

## REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80B6346

### CUTTING OF GRASS AT RAYTON STATION

**ISSUE DATE : 06 OCTOBER 2009**  
**CLOSING DATE : 27 OCTOBER 2009**  
**CLOSING TIME : 10H00**  
**OPTION DATE : 23 FEBRUARY 2010**

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**RFQ NUMBER KDS80B6346**

**CUTTING OF GRASS AT RAYTON STATION**

**SCHEDULE OF DOCUMENTS**

**Section**

1. **Notice to Bidders**
2. **Background, Overview and Scope of Requirements**
3. **Proposal Form**
4. **Resolution of Board of Directors (Respondent's Representative)**
5. **Certificate of Acquaintance with RFQ Documents**
6. **Pricing and Delivery Schedule**
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. **Safety Arrangements and Procedural Compliance (E4E)**
12. **Suppliers Code Of Conduct**





**4. DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to The Chairperson, TRANSNET Freight Rail Acquisition Council, and 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 Proposal, 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 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 addressed as follows:

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
TENDER BOX  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001**

The measurements of the "tender slot" are 500 mm 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 Chairman, TRANSNET Freight Rail and a signature obtained from that Office.

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001**

- 5. Please note that this RFQ closes punctually at 10:00 on Tuesday 27 October 2009.
- 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 Proposals / information received, i.e. pricing, delivery, 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 TENDER 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, but not limited to enterprise development, subcontracting and Joint Ventures) as part of their RFP responses.

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 R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

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 (the South African National Accreditation Systems, 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 SANSAS 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 SANSAS, 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 between R5 million and 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 <R5 million are exempted from being rated or verified):**
  - Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
  - EME's should only 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 RFPs the percentage, of the total contract value that 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-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs 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.**

<p><b>Turnover:</b> Indicate your company's most recent annual turnover:</p> <p>R.....</p>
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- 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 rated 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 Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

<b>DTI BBBEE UNIQUE PROFILE NUMBER:</b> .....
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- 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 (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 no. 011 544 9486 or fax no. 011 774 9186 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 Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The returnable documents must accompany all Proposals:

**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.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**17. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Respondents are to note that Proposals 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 Proposal 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 Proposal 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 manufacture (works) during this process.
- All Tender documents must be complete in full and no correction ink (Tippex) must be used.

**NB: Unless otherwise expressly stated, all Proposals 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 ABOVE-MENTIONED REQUIREMENTS  
MAY RESULT IN A PROPOSAL 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 Proposal in response to it. In particular, please note that TRANSNET reserves the right to:

- modify the RFQ's Service(s) and request Respondents to re-bid on any changes
- reject any Proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal 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 Proposal, whether or not the Respondent is awarded a contract.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**19. LEGAL REVIEW**

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

NAME OF RESPONDENT .....
PHYSICAL ADDRESS .....
.....

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

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**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**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 2

RFQ NUMBER KDS80B6346

### CUTTING OF GRASS AT RAYTON STATION

#### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. **BACKGROUND**

This work covers the cutting of grass at Rayton Station as per specification.

2. **SCOPE OF REQUIREMENTS**

**Specification:**

Land no: WPX 0104P: (Photos attached to Tender)

**Rough Cutting:**

Cut grass areas in around the area to maximum height: 80 mm once off. Platform included.

Additional stand no 493

Land No: WPX 0150P @2.011 M2

Land No: WPX0149P @ 1.942 M2

Trim trees area in and around the existing trees and existing foot bridge.

**Removal of all Garden Refuses:**

All garden refuses to be removed from the site and disposal by the contractor.

Leave area clean after completion of work. Removing of all rubbish material included.

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Respondent's Signature

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Date and Company Stamp



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Respondent's Signature

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Date and Company Stamp



**2.3 MAINTENANCE STANDARDS PROPERTY MANGEMENT TECHNICAL SPECIFICATIONS:**

<b>CIVIL:</b>	
Paint Ceiling	Two coats DURA 65 White
Paint cornices and cover strips	Two coats DURA 65 White
Suspended Ceiling	1200 x 600 White Vinyl CLAD Suspended ceiling, colour: White
Acoustic Tiles	Supplied on Special Request.
Wall Paint (Inside)	Painted surface (PVA) – One coat DURA 65 White. Two coats Dulux Wash ‘n Wear Silk, Barely Beige <b>Code: 3H1-1</b>
Wall Tiles (Inside)	300 x 300 mm Ceramic wall tiles from Ferreiras Code: ARC 0162 JC Colour-white with 3mm spacing and white grouting.
Wall Paint (Inside)	Painted surface (Enamel) – Two Coats Dura 65 White. Two coats Dulux eggshell enamel, Barely Beige, <b>Code: 3H1-1</b>
Wall Paint (external) (Painted)	Painted Surface (PVA – Enamel). One coat Dura 65 White. Two coats WEATHERGUARD, Barely Beige, <b>Code: 3H1-1</b>
Wall Paint (External) (Raw Walls)	Raw Walls. One Coat Dura 65 white. Two coats WEATHERGUARD, Barely Beige, <b>Code: 3H1-1</b>
Wall Paint (External) (Face brick)	Two coats Clear brick Dressing.
Wall Paper (Inside)	Wallpaper. Design Syndicate (DS) Paper Range. Morano. <b>REF: NR.MW5210</b> or Similar.
Floor Tiles	300 x 300mm Fine Porcelain Stoneware from Ferreira’s code: <b>ARC0107</b> JC with 3mm spacing and dove grey grouting.
Floor Tiles	300 x 300mm Fine Porcelain Stoneware from Ferreira’s code: <b>ARC0110</b> JC with 3mm spacing and dove grey grouting.
Carpets	Finish A – Nexus Carpet. Range Westminster. Colour, Coal City. Finish B – Nexus Carpet. Range: Westminster. Colour, Black City. Finish C – Nexus Carpet Range, Westminster. Colour Berry
Carpets	Finish A – Berberpoint 920 Nexbac. Colour, Charcoal, size 500 x 500mm. Finish B – Berberpoint 920 Nexbac. Colour, Senegal, size 500 x 500mm Finish C – Berberpoint 920 Nexbac. Colour, Lava, size 500 x 500mm
Paint Floor	Paint floor one coat APOXY floor paint, colour, dark Grey

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Wood Skirting's (Painted)	Skirting Sanded, One Coat Pink primer, Two coats Dulux <b>Code 3H1-1</b> , Colour Barley Beige.
Tiled Skirting's	100mm Tiled Skirting (Similar to floor tiles) with white plastic edge cover strip.
Skirting	75mm Anodized Aluminum Skirting Around Columns And on New Drywall Partitioning.
Door to Toiler Cubicle	Indicator Lock to Door (Chrome Finish)
Skirting (Wood)	19 x 75mm Meranti Skirting. Sand and apply two coats Dulux Wood guard Timber varnish.
Toilet (Low water volume and Pressure areas)	Low Level Vaal Pottery pan with Separate Porcelain Cistern.
Toilet (High water volume and Pressure areas)	Low Level Vaal Pottery pan with Flush Master
Toilet Seat	White Heavy Duty Plastic Econo B2
Toilet Paper Holder	Three Roll Lockable Toilet Paper Dispenser attached to wall /partition
Shower Taps	Cobra under Tile Stopcock – Star type
Shower Rose	Cobra, chrome swivel with swan neck extension
Shower Door	Aluminum Pivot Obscure Safety Glass
Shower P-Trap	Brass Deep Seal with chrome Grid
WHB	450 x 530mm Vaal Porcelain on wall mounted fixing brackets, with chrome outlet, plug and chain. Cobra heavy duty pillar taps star type.
WHB	420 x 340 x 185mm Oval A basin from FRANKE – FSA <b>code: 357456</b> , with Chrome outlet, plug and chain.
Mirror	450 x 600mm Silver Mirror, mounted flush with tiles using double sided tape above wash hand basin at eye level.
WHB Taps	Cobra Pillar, push button self closing taps
WHB P -Trap	Anti Vac Plastic Bottle Trap
Urinal (Wall Mounted)	Flat back Lavatory with Flush Master
Urinal (Wall Mounted)	305 x 245 x 420mm Barron Bowl Urinal Model TE top entry flush – FSA, <b>Code: 333250</b>
Bathroom Extractor Fan	300mm Expel Air
Kitchen Cabinet Complete	1200 mm Steel Cabinet unit with hinged doors and S/S Sink
Kitchen Cabinet Complete	Combo 1800. Above full length of sink provide two rows of 300 x 300mm ceramic wall tiles from Ferreira's Code: ARC 0162 JC colour – white as splash-back. (Seal unit to tiles with clear silicon sealant)
Kitchen Cupboards And Sink	Cherry Wood Melamine with drop in sink and grey/pink granite post form top. Bottom skirting to be manufactured from a waterproof material.
Taps Kitchen	Cobra Mixer – Star Type
Wall Tiles above Sink	150 x 150mm white Johnson with 3mm spacing, white grout filling
Sink P - Trap	PVC Bottle Trap
Pressure Control Valve	Cobra 600 KPA with close off valve



Waste Pipes	Dia 40mm to 50mm PVC colour, White
Sewer Pipes	Dia 100mm PVC above ground, heavy duty coloured underground.
Paint Purlins/Rafters/Sprocket Ends	Painted Surface – Dulux Universal white
Fascias, Gutters/Down Pipes and Barge Boards	One coat Primer suitable for Surfaces where applicable One Coat Universal undercoat and two coats high gloss enamel – Colour white. Fascia Boards two coats Dulux Dura 65.
Painting New Gutters / Down pipes and barge boards	Wash with “Spick and Span” galv. Iron Cleaner (GIP) and then rinse with clean water, One coat Galvogrip Metal primer (GIP), left for 24-72 hours to dry. Finish- One coat universal undercoat and two coats high gloss enamel colour white
Roof	Primer – NS4 Grey (GI Roofs only). Two coats cottage white heat reflective paint Du Lux Roof Guard.
Window Sills And Plinths	Painted Surface – Two coats Dura 65 white. Two Coats Weather guard, Barely Beige, <b>Code: 3H1-1</b>
Verandah Floor Paint	Dulux Stoep Fed
Window Frames Inside/outside	(Painted) One Coat White Universal under coat and one coat Dulux Pearl glo Lockness <b>Code: 3L1-5</b>
Door Frames Inside/Outside	(Painted) Two coats dulux Pearl glo Lockness <b>Code: 3L1-5</b>
Door Frames (Wood Finish)	Sand Frame, Two coats clear Varnish (Satin) Finish.
Doors (Wood Finish)	Sand Door, Two coats clear Varnish (satin) Finish.
Doors (Inside)	One Coat White Universal under coat and one coat Dulux Pearl glo Lockness, <b>Code: 3L1-5</b>
Doors (Outside)	One coat White Universal under coat and one coat Dulux Pearl glo Lockness <b>Code: 3L1-5</b>
Outside Pipes Paint all dia.	One coat White Universal undercoat and one coat Dulux Pearl glo Lockness, <b>Code - 3L1-5</b>
Door Closer	Dorma TS 68(Silver Finish.)
Door Locks	4 Lever Vertical type Lockset, Satin Chrome Finish, with two keys
Steel Burglar Bars/ Security Gates	One Coat Primer suitable for Steel Surfaces, One coat undercoat, Two coats Dulux High Gloss Enamel. Colour -White.
Wood Cupboards/Shelves	Two coats Clear Varnish (Satin) Finish.
Window Panes	Reflective Film to fixed and opening window sections
Vertical Blinds	Colour, Plain Fawn with aluminium top rail. Blinds inside window recesses.
Water Pipes (External)	Pipes to be lagged in cold areas
Washing Line(Inside Court Yard)	2m Dia Wendy DRY (Galvanised or powder coated white) with 7mm nylon cord wash- line.
Court Yard	4m x 4m x 1.8m high Precast Wall (Unpainted) Court Yard for washing line and rubbish bin
Gravel (25mm)	One metre wide strip around building
Paving	One metre wide strip around building, Colour Grey

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	(Concrete)
Pathways, Concrete Slabs	One metre wide strip around building
Vegetation: 10 m strip	Cut grass and Vegetation. Remove trees closer than 2 m to building
Symbolic signage	Standard Symbolic Safety signs to be fitted/displayed.eg smokingareas, Male/Female toilets,reception, boardrooms,escape routes, fire fighting equipment fire hydrants etc.
Plant trees	Plant trees suitable to area, 3 m away from building. One tree per building
<b>ELECTRICAL:</b>	
Wall plugs.	Crabtree Flush/Surface mounted 16A three pin
Light switches.	Crabtree Flush/Surface mounted 5A three pin
Isolators	Crabtree Flush/Surface mounted 30A & 60A Triple & Double Pole
Fluorescent Light Fittings	Semi Decorative Fit. 1.5m Double Tube Thorn Tech. Electronic
Fluorescent Light Fittings	Anti-corrosive Fit. 1.5m Double Tube Thorn Tech. Electronic
Fluorescent Light Fittings	Industrial Type Fit. 600mm & 1.5m Double Tube Thorn Tech. Electronic
Fluorescent Light Fittings	Recess Decorative Fit. 1.5m Four & Triple Tube Thorn Tech) Electronic
Light Fittings	2D / 16W Energy Saving Luminary Slim line PVC
Light Fittings	2D / 16W Energy Saving Luminary Industrial Type
Light Fittings	Ceiling Mount Double Round Tube Decorative Fit. (Electronic)
Lamps	Osram & Phillips Fluorescent Type 36W, 40W, 58W & 65W
Lamps	Osram & Phillips Fluorescent Type 2D / 16W, 20W & 48W
Lamps	ES & BC Energy Saving lamps
Lamps	50W / 12V Dicrobic (Closed)
Hydro boil	ZIP 7.5 litre Hydro boil placed over sink with own isolator
Heaters	Wall mounted with 2 hour timers with epoxy coated finish
electrical geyser horizontal/vertical	150 litres, 600 kpa Kwikot, with drip tray, outlet and blanket. Provide vacuum breakers and close off valve. Provide earthing strap to geyser and earthing spike.
Air conditioners	Carrier Split Unit / Window (Heating & Cooling)
Air conditioners	Carrier Gazette / Under Ceiling (Heating & Cooling)
Distribution Boards	Heinemann MCB's, E/L Relays, Isolators, Lightning Arresters, Timers, etc.

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\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



**3. GENERAL INFORMATION**

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.

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(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 RFP, 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.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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**6. 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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**8. 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
- Tax Compliance
- Compliance - Completeness of your responses and content of the Proposal will be considered
- Act 85 Compliance
- BBBEE status of company
- Previous performance / track record / references

**9. PERFORMANCE MONITORING AND EVALUATION:**

- 13.1 The service provider (s) shall at all times be responsible for supervision of work and for follow up inspections to monitor the successful service rendered. He / she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 13.2 The Manager (or his deputy) shall at any time during the contract period carry out inspections of the service provider (s) performance methods and procedures.
- 13.3 A checklist to be provided at every service point to be filled in by the person performing the service on completion of task.

**10. MEASUREMENT AND PAYMENT:**

- 14.1 Payment will be done in terms of clause 10.4 of the standard terms and conditions of US7 ~ services
- 14.2 Payment will be done after receiving the tax invoice and a full detail list of all work done. The technical officer from Transnet Freight Rail will certify on the invoice that all work was done according to the contract.

**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 cause by or arise out of the services.

**12. INDEMNITY CLAUSE:**

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

**13. PENALTIES:**

A penalty for late completion of R250, 00 per calendar day will be payable in terms of clause 4 of the General Conditions of Contract (Petty Contract).

PRIEVIEW COPY ONLY



**SECTION 3**  
**RFQ NUMBER KDS80B6346**  
**CUTTING OF GRASS AT RAYTON STATION**  
**PROPOSAL FORM**

I/We \_\_\_\_\_  
(name of company, close corporation or partnership)

\_\_\_\_\_ of (full address)

carrying on business under style or title of  
\_\_\_\_\_  
\_\_\_\_\_

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 prices 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 (revised August 2008);
- (ii) General Tender Conditions, Form CSS5 – Services (revised August 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Proposal 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 Proposal (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 Proposal (and, if any, its covering letter and any subsequent exchange of correspondence) together with TRANSNET's letter of acceptance, 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 Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, 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 Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of \_\_\_\_\_ 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 Proposal 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 Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, deliverables, quality, BBBEE status or for any other reason.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**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 Proposals 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 Proposal.

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 Proposal 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

Table with 3 columns: Name, Address, ID Number. Two rows of dotted lines for data entry.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



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

**REGISTRATION CERTIFICATE**

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

**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 (revised August 2008).

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 Service(s), 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	
----	--

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



**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:

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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 Service(s) purchased outside the contract.

**RETURNABLE DOCUMENTS**

Respondents are required to submit the following returnable documents with their responses :

	Returnable Schedules / Documents	YES/NO/N/A	
1	Certificate Of Authority For Joint Ventures (Where Applicable)		No
2	Compulsory Enterprise Questionnaire		No
3	Schedule of Subcontractors		No
4	Schedule of Plant and Equipment	Yes	
5	Schedule of the Tenderers Experience	Yes	
6	Proposed Amendments and Qualifications	Yes	
7	Record of Addenda to Tender Documents	Yes	
8	Certificate of Attendance at Clarification Meeting	Yes	

\_\_\_\_\_  
 Respondent’s Signature

\_\_\_\_\_  
 Date and Company Stamp



9	Curriculum Vitae of Key Personnel		No
10	Labour Payment Schedule		No
11	Supplier Declaration form (version2)	Yes	
12	Certificate of Authority for Signatory (Resolution by Board)	Yes	
13	Letter of Good Standing with the Compensation Commissioner	Yes	
14	Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E		No
15	Quality Assurance Plan		No
16	Environmental Management Plan		No
17	Approach paper and work plan		No
18	Original / Certified BBBEE Rating Certificate With Detailed Scorecard	Yes	
19	Certified Copy of CIDB certification		No
20	Statement Of Compliance With Requirements Of The Scope Of Work	Yes	
21	Certificate of Authority for Signatory (Resolution by Board)	Yes	
22	Certified Copy of Share Certificate CK1 & CK2	Yes	
23	Certified Copy Of Certificate Of Incorporation And CM9 and CM9	Yes	
24	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	Yes	
25	Cancelled Cheque or Letter From Bank Confirming Bank Details	Yes	
26	Original current Tax clearance Certificate	Yes	
27	Original VAT Registration Certificate	Yes	
28	Copy of BEE policy/BEE Plan/Employment Policy/Procurement Policy		No

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, 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 a \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



SIGNATURE OF WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

ADDRESS OF WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

PRIEVIEW COPY ONLY

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**SECTION 4**

**RFQ NUMBER KDS80B6346**

**CUTTING OF GRASS AT RAYTON STATION**

**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, Proposals and/or Contracts for the supply of Services.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY



## SECTION 5

RFQ NUMBER KDS80B6346

### CUTTING OF GRASS AT RAYTON STATION

#### 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 \_\_\_\_\_ 2009.

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



## SECTION 6

### RFQ NUMBER KDS80B6346 CUTTING OF GRASS AT RAYTON STATION

#### PRICING AND DELIVERY SCHEDULE

SCHEDULE OF WORK AND PRICES					
	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Amount</u>
	<u>Grass Cutting at Rayton Station:</u>				
	LAND NO : WPX 0104P				
	<u>CUTTING OF GRASS RAYTON STATION YARD</u>				
	No Plan/sketch available only "PHOTOS"				
<b>A</b>	<b><u>ROUGH CUTTING:</u></b>				
1	Cut grass areas in around the area to maximum height: 80 mm Once off.( Platform included)	54,390.00	M <sup>2</sup>		
	ADDITIONAL STAND NO : 493				
2	Land number :WPX 0150P @ 2, 011,00 M <sup>2</sup>				
	Land number :WPX 0149P @ 1, 942,00 M <sup>2</sup>	3, 953.00	M <sup>2</sup>		
	TOTAL STAND 493 @ 3, 953.00				
3	Trim trees area in an around the existing trees and existing foot bridge	1	Sum		
<b>B</b>	<b><u>REMOVAL OF ALL GARDEN REFUSES:</u></b>				
	All garden refuses will be removed from the site and disposal by the CONTRACTOR!!!	1	Sum		
<b>NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.</b>		<b>Gross Total:</b>			
		<b>14% VAT:</b>			
		<b>Amount Due:</b>			

PREVIEW COPY ONLY

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



## SECTION 7

RFQ NUMBER KDS80B6346

### CUTTING OF GRASS AT RAYTON STATION

#### GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

PRIEVIEW COPY ONLY

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Respondent's Signature

---

Date and Company Stamp



## SECTION 8

RFQ NUMBER KDS80B6346

### CUTTING OF GRASS AT RAYTON STATION

**STANDARD TERMS AND CONDITIONS OF CONTRACT**  
**FOR THE SUPPLY 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 KDS80B6346**

**CUTTING OF GRASS AT RAYTON STATION**

**CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION**

It is hereby certified that -

- 1. ....
- 2. ....

Representative(s) of .....  
*(name of company)*

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on ..... 2009.

**PREVIEW COPY ONLY**

.....  
**TRANSNET REPRESENTATIVE**

.....  
**RESPONDENT'S REPRESENTATIVE**

**DATE:** .....

**DATE:** .....



**SECTION 10**

**RFQ NUMBER KDS80B6346**

**CUTTING OF GRASS AT RAYTON STATION**

**SCHEDULE OF PLANT**

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) **Plant immediately available for work tendered for :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) **Plant on order and which will be available for work tendered for :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(iii) **Plant to be acquired for the work tendered for :**

\_\_\_\_\_

PRIEVIEW COPY ONLY



## SECTION 11

RFQ NUMBER KDS80B6346

### CUTTING OF GRASS AT RAYTON STATION

#### SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

PRIEVIEW COPY ONLY

---

Respondent's Signature

---

Date and Company Stamp



## SECTION 12

RFQ NUMBER KDS80B6346

### CUTTING OF GRASS AT RAYTON STATION

**Suppliers Code Of Conduct**

Refer to Annexure attached hereto.

PRIEVIEW COPY ONLY

---

Respondent's Signature

---

Date and Company Stamp