



TFR, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION No : BLE 52244**

**FOR THE SUPPLY OF: GARDEN MAINTENANCE SERVICES FOR  
LAINGSBURG AND BEAUFORT WEST DEPOTS**

**CONTRACT PERIOD : 24 months**

**FOR DELIVERY TO : Transnet Freight Rail**

**ISSUE DATE: 23 April 2013**

**CLOSING DATE: 14 May 2013**

**CLOSING TIME: 10:00**



RFQ BLE52244

## SCHEDULE OF DOCUMENTS

### GARDEN MAINTENANCE SERVICES FOR LAINGSBURG AND BEAUFORT WEST DEPOTS

Section

1. Notice to Bidders
2. Quotation Form
3. Vendor application Form
4. Standard Term and Conditions for the supply of Goods or services to Transnet
5. General Bid Conditions – Appendix (i)
6. Standard term and conditions of contract (services) Appendix (ii)

Annexure A – Special conditions

Annexure B - Project specifications

Annexure C - Certificate of attendance of site meeting

Annexure D - References

Annexure E - Contact details

E7/1 - document

SLA - draft

**Section 1**  
**NOTICE TO BIDDERS**

Quotations are requested from interested companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s) to supply the above-mentioned to Transnet.

A briefing session will be conducted on the 2 May 2013, time 10:30 at Laingsburg and 14:30 at Beaufort West depots, for a period of ± one hour. **(Respondent to provide own transportation and accommodation).**

**Respondents arriving late will not be accommodated.**

Respondents failing to attend the compulsory briefing session will be disqualified.

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

Quotations must reach the Secretary, Local 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	: BLE 52244
Description	: MAINTENANCE OF GARDENS AT VARIOUS TRANSNET ASSETS FOR REAL ESTATE MANAGEMENT IN BEAUFORT WEST & LAINGSBURG
Closing date	: 14 May 2013
Closing time	: 10:00

**DELIVERY INSTRUCTIONS FOR THIS RFQ**

**If posted**, the envelope must be addressed to the Acquisition Council, P.O. Box 2986, Bellville, 7535, 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.

**If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Transnet Park Building, Robert Sobukwe road, Bellville, and should be addressed as follows:

ACQUISITION COUNCIL  
TRANSNET PARK BUILDING  
MODDERDAM ROAD  
BELLVILLE

**It should also be noted that the above tender box is located at the main entrance and is if dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Acquisition Council.**

**e-mail :**

**The Price Schedule – Section 2, the Supplier Declaration Document, tax clearance and the Letter of Good Standing to : carol.swan@transnet.net and Johanna.kotze@transnet.net the subject of the e-mail must indicate only the RFQ number and closing date. As mentioned above, the e-mail must be submitted before the closing date and time.**

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

**METHOD:** the RFQ document may be post and/or courier .

**CLOSING VENUE:** Transnet Park Building, Robert Sobukwe road (Modderdam), Bellville

**It should also be noted that the above tender box is located at the main entrance and is if dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretary, Local Acquisition Council.**

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**1 Responses to RFQ**

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

**2.1 B-BBEE Scorecard and Rating**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points, dependent on the value of the Services
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFP will be cancelled

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- d) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
  - Rating based on any four of the elements of the B-BBEE scorecard
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership and B-BBEE status level.

*Respondents are required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a certificate in respect of EMEs].*

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating.

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

*[Refer Section 3, Vendor Application Form, for Returnable Documents required]*

### **3 Communication**

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Mr JP Carstens

Email: cobus.carstens@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Cobus Carstens. on any matter relating to its RFQ response:

Telephone 021 940-3833

Email cobus.carstens@transnet.net

#### **4 Tax Clearance**

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

#### **5 VAT Registration**

The valid VAT registration number must be stated here: \_\_\_\_\_ [if applicable].

#### **6 Legal Compliance**

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

#### **7 Changes to Quotations**

Changes by the Respondent to its submission will not be considered after the closing date and time.

#### **8 Pricing**

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

#### **9 Prices Subject to Confirmation**

Prices quoted which are subject to confirmation will not be considered.

#### **10 Negotiations**

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

#### **11 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

#### **12 Disclaimers**

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;

- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/We \_\_\_\_\_ do hereby certify that I/we **have/have not been** found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

### 13 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

- Administrative responsiveness - Completeness of response and returnable documents
- Technical Compliance to specification / quality, previous performance, delivery lead-time
- Weighted evaluation based on 80/20 preference point system:
  - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical

**Transnet will utilise the following formula in its evaluation of Price:**

$$PS = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

*Ps* = Score for the Bid under consideration  
*Pt* = Price of Bid under consideration  
*Pmin* = Price of lowest acceptable Bid

- B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### 14 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until \_\_\_\_\_.

#### 15 Banking Details

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

#### 16 Company Registration

Registration number of company / C.C. \_\_\_\_\_

Registered name of company / C.C. \_\_\_\_\_

#### 17 Disclosure of Prices Quoted

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

YES  NO

#### 18 Returnable Documents

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

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

\_\_\_\_\_  
Date & Company Stamp



- a) Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed below.

***Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> <li>- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard</li> </ul>	
<ul style="list-style-type: none"> <li>- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard</li> </ul>	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> <li>• Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of Certificate of Incorporation [CM29/CM9 name change]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of share certificates [CK1/CK2 if C.C.]</li> </ul>	
<ul style="list-style-type: none"> <li>• Entity's letterhead</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of VAT Registration Certificate [RSA entities only]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]</li> </ul>	
Letter of Good Standing - issued by the Compensation commissioner	

**Section 2**  
**QUOTATION FORM**

I/We \_\_\_\_\_  
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods and Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

I/We \_\_\_\_\_ hereby  
confirm we have read the specifications and clearly understand the requirements and offer to supply the services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

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

\_\_\_\_\_  
Date & Company Stamp

**RFQ BLE 52244 : Price Schedule**

I/We quote as follows for the services required, , excluding VAT:

**SECTION (A) GARDENING IN BEAUFORT WEST**

NAME OF BUILDING	Area in m2	RATE	AMOUNT
DOUBLE STOREY	291		
STATION BUILDING	292		
OPS MAINTENANCE INFRA	562		
WAGONS DEPOT	463		
CIVIL WORKSHOP / OFFICE	521		
SERVICE DELIVERY	102.78		
TRANSTEL	447		
<b>TOTAL – this total must be carried forward to the summary below. This amount is a fixed monthly amount.</b>			

**SECTION (B) GARDENING IN LAINGSBURG**

NAME OF BUILDING	Area in m2	RATE	AMOUNT
WORKSHOP AREA	1533.8		
RELAY ROOM AREA	275.9		
SIGNALS STORES AREA	295.7		
<b>TOTAL – this total must be carried forward to the summary below. This amount is a fixed monthly amount.</b>			

**SECTION (C) AS AND WHEN GARDENING**

An amount of R25,000.00 must be allowed for the use for as and when incidents or needs arises  
This amount of funds is only for use in the instance if a tree is blown over or some bush clearing is required.

**SECTION (D) REPAIRS TO LAWN –BEAUFORT WEST.**

PLACE	DESCRIPTION	RATE	PRICE
ADMINSTRATION BUILDING	120 SQ METRES ROLL ON LAWN		
TRANSTEL BUILDING	150 SQ METRES ROLL ON LAWN		
<b>TOTAL this total must be carried forward to the summary below. This amount is a once off amount and can be paid once completed</b>			

Respondent's Signature

Date &amp; Company Stamp

**SUMMARY FOR SERVICES FEES AND COSTS**

<b>SUMMARY OF PRICES</b>	<b>AMOUNT</b>
<b>SECTION (A) GARDENING IN BEAUFORT WEST</b>	
<b>SECTION (B) GARDENING IN LAINGSBURG</b>	
<b>SECTION (C) AS AND WHEN GARDENING SECTION</b>	25,000.00
<b>SECTION (D) REPAIRS TO LAWN –BEAUFORT WEST.</b>	
<b>TOTAL – (exc VAT).</b>	

Escalation % after 12 months : \_\_\_\_\_

Amount in words : \_\_\_\_\_

**“PREVIEW COPY ONLY”**

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

\_\_\_\_\_  
Date & Company Stamp

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

“PREVIEW COPY ONLY”

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Respondent's Signature

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Date & Company Stamp

**Section 3**  
**VENDOR APPLICATION FORM**

**“PREVIEW COPY ONLY”**

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Respondent's Signature

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Date & Company Stamp

## Section 4

### STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

#### 1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods or services specified in the Order [collectively, the Products] from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

#### 19 CONFORMITY WITH ORDER

Products/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Products/Services shall be fit for their purpose and of satisfactory quality.

#### 20 DELIVERY AND TITLE

20.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

20.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

20.3 If on delivery, the Products/Services do not conform to the Order, Transnet may reject the Products/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

#### 21 PRICE AND PAYMENT

21.1 Prices specified in an Order cannot be increased. Payment for the Products/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

21.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

## 22 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products/Services or any written material provided to Transnet relating to any Products/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products/Services so that they become non-infringing,

provided that in both cases the Products/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Products/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Products/Services after Supplier's/Service Provider's prior written request to remove the same.

## 23 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.



**24 PUBLICITY**

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

**25 TERMINATION OF ORDER**

- 25.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 25.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 25.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 25.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

**26 ACCESS**

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

**27 WARRANTY**

The Supplier/Service Provider warrants that it is competent to supply the Products/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

**28 INSOLVENCY**

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

**29 ASSIGNMENT**

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

**30 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

**31 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

**32 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 22, 23, **Error! Reference source not found.**, 24 and 27. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

**33 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

**Section 5**

**General Bid Conditions - Appendix (i)**

The Appendix (i) is not attached, this document is available on request.

**“PREVIEW COPY ONLY”**

**Section 6**

**Standard term and conditions of contract (services) – Appendix (ii)**

The Appendix (ii) is not attached, this document is available on request.

“PREVIEW COPY ONLY”

## ANNEXURE A

### BLE52244 : MAINTENANCE OF GARDENS AT VARIOUS TRANSNET ASSETS FOR REAL ESTATE MANAGEMENT IN BEAUFORT WEST AND LAINGSBURG

#### SPECIAL CONDITIONS

##### 1. SCOPE

- 1.1 Tenders are invited for MAINTENANCE OF GARDENS at VARIOUS TRANSNET ASSETS FOR REAL ESTATE MANAGEMENT IN BEAUFORT WEST AND LAINGSBURG.
- 1.2 The Contractor shall include for the proper completion of the work as described and shall allow for all cost incurred.
- 1.3 The successful tenderer shall be required to enter into a standard contract.

##### 2. GENERAL

###### 2.1 Material and Equipment

- 2.1.1 The successful contractor shall supply all necessary plant, material and equipment for the proper maintenance of the gardens as required.

###### 2.2 Accommodation

- 2.2.1 Accommodation for the successful tenderer's employees will be made available, if required. This accommodation is for a lockable place to store material and equipment.

###### 2.3 Defects

- 2.3.1 All defects must be reported daily to Mr. DAWID ARNOLDUS on facsimile no. (021) 940 - 2903

##### 3. PRICING

- 3.1 A tender for the work to be submitted in black ink.
- 3.2 The tenderer is required to acquaint him with the contents of the tender document and pricing must be based on the particular specification. By submitting a price, a tenderer is deemed to have acquainted him with the conditions and specifications of the contract/tender.
- 3.3 Payments will be made monthly, in arrears, within (30) days after the receipt of a VAT invoice.
- 3.4 No provision shall be entertained for any wage increases during the contract period.

##### 4. DURATION OF CONTRACT

- 4.1 This contract is provisionally for a period of 24 months.

##### 5. TIME TO COMPLETE THE WORK AND PENALTIES

- 5.1 The successful tenderer shall be required to complete the whole of the work, as set out in the Particular Specification. As this work is for a services based type of work and is to be completed in a cycle of thirty (30) days, correction to the defective work or complaint has to be completed within 24 hours. The contract is for completion within the 24 month period from the date the successful tenderer is advised of the acceptance of his/her tender.

6. SITE INSPECTION

- 6.1 A site inspection will be arranged. Interested tenderers should contact Mr Russell Yon on telephone no. (021) 940 - 2744, cell no 083 452 6827.

1. AMENDMENTS AND/OR ADDITIONS

- 7.1 TRANSNET reserves the right to add or withdraw the cleaning of any office at any time and adjust the payment due accordingly.  
No amendments, variations and/or additions to the contract shall, however, be of any force or effect unless reduced to writing and signed by both parties.

8. BREACH OF CONTRACT

- 8.1 In the event of either party committing a remedial breach of the contract and failing to remedy such breach within 2 (two) days after the receipt of a written notice from the other party setting out details of the said breach and calling for the remedy thereof, then the aggrieved party shall be entitled forthwith, without prejudice to its legal remedies, to cancel this contract by notice in writing to the other party.

9. TERMINATION OF CONTRACT

- 9.1 Notwithstanding any of the aforementioned TRANSNET reserves the right to cancel the contract at any time and without giving any reason by giving the contractor thirty (30) days written notice.

10. WORKING HOURS

- 10.1 Working hours are between 07: 30 and 16: 00 - Mondays to Fridays. (Excluding public holidays)

11. DAMAGE TO PROPERTY AND/OR SERVICES

- 11.1 The Contractor shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful tenderer will be responsible for the repairs and/or the costs incurred in such repairs to any damages caused to TRANSNET'S property by the successful tenderers staff the carrying out of the required work.

12. COMPLIANCE WITH STATUTES

- 12.1 The successful tenderer shall comply with the provisions of.

- i) Act 130 of 1993, Compensation of Occupational Injuries and Diseases Act,
- ii) Act 85 of 1993, Occupational Health and Safety Act.
- iii) The Provincial Ordinance and Local Authority by-laws and all relevant regulations framed thereunder.

13. DOCUMENTS AND NUMBER TO BE SUPPLIED BY THE TENDERER

Registration number of company: \_\_\_\_\_  
VAT Registration number: \_\_\_\_\_ (must be supplied)  
District Council number : \_\_\_\_\_  
Compensation for Occupational Injuries and Diseases Act, 1993  
Registration number : \_\_\_\_\_

14. SITE INSTRUCTION BOOK

A site instruction book (with triplicate pages) must be in the possession of the contractor for each building to receive instructions or the recording of complaints.

15. SUPERVISION

The contractor has to have a supervisor on site at all times. This supervisor will be the person that reports to the contractor. Transnet representative will communicate with only this delegated person regarding inspections and / or defective work / workmanship. Transnet's representatives will not be acting as supervisors to the contractor's staff.

#### 16. STAFF COMPLIMENT

The full staff compliment as quoted in the tender document must be present at all times on site. This means the number of people on duty from the contractor staff compliment on site during normal working hours. Working hours are between 07: 30 and 16: 00 – Mondays to Fridays. (Excluding public holidays)

#### 17. RELIEF STAFF

The contractor is to provide temporary staff as relief for any period of absenteeism and illness. It is required that the replacement person be on site by 10H: 00 on notice by supervisor. Failure to have a replacement person on duty will mean that the contractor will have to alter his tax invoice to make allowance for the period not covered by his personnel. It is in the interest of the contractor to keep accurate records of attendance of staff.

#### 18. INVOLVEMENT WITH OWN AND TRANSNET STAFF

Notice is hereby given that the contractors staff must not in any way get involved with Transnet or own staff. The same will be instructed to the staff of Transnet. Where cleaning staff becomes personally involved with Transnet workers The Project Manager reserves the right to request the contractor to relocate or remove the cleaning staff member completely from Transnet Property.

Examples of Involvement

- Sexual harassment
- Peer pressure to perform sexual favours
- Money lending
- Colluding with Transnet staff to steal Transnet property.
- The above list is not exhaustive but serves to indicate the prominent offences.

#### 19. SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations 2A **“INTOXICATION” An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.** Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

## ANNEXURE B

### PROJECT SPECIFICATIONS

#### BLE52244 : MAINTENANCE OF GARDENS AT VARIOUS TRANSNET ASSETS FOR REAL ESTATE MANAGEMENT IN BEAUFORT WEST AND LAINGSBURG

#### 1. SCOPE

The Contractor shall allow for the proper completion of the work as described and for all cost incurred. The successful contractor shall supply all necessary plant, material and equipment for the proper maintenance of the gardens as required.

#### SPECIFICATION FOR GARDENING

#### MAINTENANCE OF GARDENS

#### LAWN / GARDEN – TWICE PER MONTH (GREEN AREA)

Here the frequency is to be once in the second week of the month and once in the fourth week of the month.

On each maintenance period the contractor is required to cut lawns as per specification below, here no herbicide use is permitted.

#### LAWN AND OPEN GRASSED AREAS

1. Each lawn area to be cut with lawn mower and is to be kept clean and maintained to the maximum growth length 30mm
2. Cut long grass in open areas other than lawns with brush cutter and maintain a maximum height of 60mm.
3. Cut inaccessible areas with weed-eaters and cut lawn with lawn mowers.
4. The edges of the lawn at all the garden areas must be cut with brush cutter and cleaned.
5. Surface roots must be removed when spotted.
6. Eradicate thorn bushes completely with stem and roots at all grass cutting areas and spray with weed-killer as and when required.
7. Eradicate weeds from lawns by means of hand pulling or with herbicide, the type and brand of herbicide to be discussed with Project Manager before commencement.
8. Eradication of moles is the responsibility of the contractor and allowance must be made to remove physically or placement of bait to be applied in the event that mole heaps appear. Other methods have to be discussed with Project Manager.
9. Feeding of lawns and fertilising of beds has to be allowed for, purchasing of Kraggroie (1 bag per month). The contractor has to make allowance in his tender price for these purchases.
10. Lawns must be irrigated after each cut, contractor to supply own hoses, connections and sprinklers.
11. Allowance has to be made for irrigating the gardens with municipal (**Grey water**) recovered water. This cost has to be included in the tariff for the general gardening. Please obey all municipal by- laws regarding water usage as Transnet will not be held responsible if the contractor contravenes these laws.





**Annexure C**

**RFQ NUMBER BLE52244**

**GARDEN MAINTENANCE SERVICES FOR LAINGSBURG AND BEAUFORT WEST  
DEPOTS**

**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 on .....2013.

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.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

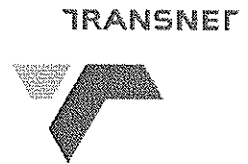
DATE.....

DATE.....

CertificateOfAttendanceBLE52244

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

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



## Annexure D

RFQ NUMBER BLE52244

### MAINTENANCE OF GARDENS AT VARIOUS TRANSNET ASSETS FOR REAL ESTATE IN BEAUFORT WEST AND LAINGSBURG

REFERENCES :

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

Name of Company	Contact Person	Telephone number

PastPerformanceBLE52244

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

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



**Annexure E**

RFQ NUMBER BLE52244

**MAINTENANCE OF GARDENS AT VARIOUS TRANSNET ASSETS FOR  
REAL ESTATE IN BEAUFORT WEST AND LAINGSBURG**

**Contact details :**

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

ContactDetailsMASTER2013

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

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